

# STATE OF ARIZONA

# NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER	ADOC11-00001557/AI	DC No. 120094DC
PROPOSAL DUE DATE	June 26, 2012	AT 3:00 P.M. M.S.T.
	electronic procurement sy	Is for the materials or services specified will be received by the vistem ProcureAZ at <a href="https://procure.az.gov/bso/">https://procure.az.gov/bso/</a> . Proposa
Late proposals will not be considered.		
		e see page 45, Special Terms and Conditions, Paragraph 2.2. cial Terms and Conditions, Paragraph 2.3.5.
OFFERORS ARE STRONGLY ENCO REQUESTING AGENCY:	OURAGED TO CAREFU	LLY READ THE ENTIRE REQUEST FOR PROPOSAL. Arizona Department of Corrections, Offender Operations
SERVICE:	_	Food Services Management
LOCATION:	-	All Institutions
CONTRACT TYPE:	_	Fixed Price
CONTRACT TERM:	_	Ten Year
	<u> </u>	
	*An Equal Employment	Opportunity Agency*
Bernadette Hill Senior Procurement Specialist		,
(602) 542-1172 PHONE		
May 23, 2012 DATE		
	DEN	Denel Pickering  EL PICKERING CHIEF PROCUREMENT OFFICER

# SCOPE OF WORK ARIZONA DEPARTMENT OF SOLICITATION NO. ADOC11-00001557/ADC No. 120094DC CORRECTIONS

# **Description: Food Services Management for All Institutions**

# SOLICITATION DOCUMENTS

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#### 1 SCOPE OF WORK

#### 1.1 INTRODUCTION

- 1.1.1 The State of Arizona is seeking proposals for Food Service Management All Institutions within the State of Arizona.
- The Department is also a participant of the National School Lunch Program through the Arizona Department of Education and on behalf its minor inmates. Requirements and provisions for the National School Lunch program have not been identified within this RFP due to the stated term of a resultant contract being ten (10) years.
- 1.1.3 Therefore, and upon award under this RFP, the Department will be establishing a separate contract for the National School Lunch Program with the awarded Contractor. This will ensure the requirements of the National School Lunch Program will be met.

#### 1.2 SCOPE OF SERVICES:

- 1.2.1 The intent of this solicitation is to allow the Arizona Department of Corrections to enter into a contract(s) for the procurement of the following specified service, as specified within the Scope of Work, at a fixed price for a ten (10) year period.
- 1.2.2 The Contractor shall provide the management of the food service operation at all Arizona State Prison Complexes and Units. Three meals per day are to be provided except on weekends and holidays where inmate visitation is permitted. On weekends and holidays, an enhanced breakfast is provided as called for on the approved menus.
  - 1.2.2.1 The Contractor shall provide two (2) hot meals and one (1) cold meal, ie., sack lunch each day.
  - 1.2.2.2 The Contractor shall be responsible for the management of all full production kitchens, serving of the food to the inmate population cafeteria style, except in units where the inmates are fed in their cells, ordering of all food items and related supplies, receiving, storage, providing sack lunches, medical diets and religious diets as required. The Contractor shall be required to use inmate labor in all areas of the operation of the Food Service. The total warehouse storage space to be utilized by the Contractor for food shall not exceed the current storage space without the prior permission of the facilities.
- 1.2.3 The Contractor shall be required to transport food products in Department owned vehicles used solely for food product transportation as identified herein.
  - 1.2.3.1 The Contractor shall be authorized to transport food to prison complexes and satellite institutions.
    - 1.2.3.1.1 The Contractor shall be responsible for liability and property loss in the operation of the Department owned vehicles as identified herein.

- 1.2.3.2 If the Offeror believes that a new or additional vehicle(s) is required, they shall list this requirement or recommendation in the proposal as an option with the additional cost per meal requirement listed separately. These vehicles shall be titled and licensed by the Contractor. All costs and maintenance associated with the vehicles for the operation of food service shall be the sole responsibility of the Contractor.
- 1.2.3.3 The Department shall review and approve any vehicles presented in the proposal prior to the utilization of them.
  - 1.2.3.3.1 The Department shall have the option of purchasing the vehicle(s), less the depreciated book value if the contract is discontinued.
- 1.2.4 The Contractor shall not show the depreciation expense for the approved vehicles/equipment as part of their profit/loss.
  - 1.2.4.1 Upon completion of the ten (10) year term of the contract, the vehicle(s) shall become the property of the Department.
- 1.3 Operating Budget Information for each of the State Prison Complexes are to be provided separately as follows:
  - 1.3.1 The Offeror shall include with their proposal the following Operating Budget information:
    - 1.3.1.1 Labor Chart for Food Service listing (Starting at the left margin)
    - 1.3.1.2 Classification
    - 1.3.1.3 Weekly Hours
    - 1.3.1.4 Extended Weekly Wages
  - 1.3.2 Labor Chart shall show the following information:
    - 1.3.2.1 Supervisory personnel first.
    - 1.3.2.2 List remaining positions in order of descending rates paid.
    - 1.3.2.3 To the right of the personnel listing, the Offeror shall indicate shift starting and ending times in one (1) hour increments based on the start time using a bar graph. Color blocks of time by type of function for each proposed position on the chart shall include pre-prep, production, clean-up, baking, sanitation, accounting, management training and breaks.
      - 1.3.2.3.1 Show each employee lunch period by marking with an "L".
      - 1.3.2.3.2 List number of inmates required for the food service operation with the number of hours of work required for each position and the assigned duties including cooking, baking, prep work, serving, cleaning, sanitation and breaks.

- 1.3.3 The Contractor shall account for all meals and function charges, include all expenses attributable to the operation and provide the information necessary to justify the proposed price structure.
  - 1.3.3.1 Operating expenses shall include at a minimum the following categories:
    - 1.3.3.1.1 Wages
    - 1.3.3.1.2 Uniform expense
    - 1.3.3.1.3 Benefits (Employee related expenses)
    - 1.3.3.1.4 Accounting expense
    - 1.3.3.1.5 Raw food
    - 1.3.3.1.6 Disposable supplies
    - 1.3.3.1.7 Commodities shipping charges
    - 1.3.3.1.8 Warehousing soaps, chemicals and services associated with them
    - 1.3.3.1.9 Home office burden: shall not exceed 3% of the price per meal
    - 1.3.3.1.10 Repairs/maintenance
    - 1.3.3.1.11 Forms and stationary
    - 1.3.3.1.12 Depreciation of equipment
    - 1.3.3.1.13 Insurance costs/bonding
    - 1.3.3.1.14 Profit and Loss
- 1.3.4 The Contractor shall not list or count as an expense against the Department any interest penalty carrying charge or other type of expense category reflecting an expense of that type for invoice amounts that are not paid within thirty (30) days of the date received by the institution.
- 1.4 Arizona State Prison Complex-Florence (ASPC-F)
  - 1.4.1 General requirements for the management of the food service at the Arizona State Prison Complex Florence to also include the Picacho Unit and Globe Unit:
    - 1.4.1.1 Management of the food service to include, but not limited to the operation of (7) seven full production kitchens, serving food to the inmate population cafeteria style, storage of food and related supplies and equipment, purchase of food and supplies, provide sack lunches, provide meals for religious reasons and medical diets, as requested.
  - 1.4.2 Introduction to the Arizona State Prison Complex-Florence:
    - 1.4.2.1 The Arizona State Prison Complex-Florence is located approximately sixty five miles southeast of Phoenix, off Interstate I-10. The institution itself consists of six (6) units. Picacho is located about 35 miles southwest of Florence. All units have attached kitchens and inmate dining rooms except North Unit III and CB-6. North Unit III is a satellite of North Unit I kitchen and CB-6 is a lock-down unit where meals are fed in the cells and prepared at the South Unit kitchen. The capacity for the Florence Complex is 3,828. Central Unit 960, including a 35 bed medical inpatient unit. South Unit 678, East Unit 730, North Unit 1,036, (NU I, 428, NU II, 208, NU III, 400), CB-6, 200 beds and the Picacho Unit, 224 beds. Total meals served per day including staff meals are approximately 10,094.

- 1.4.2.2 The State Prison Unit in Globe is located approximately 3 miles from the town of Globe, Arizona on U.S. 60. The institution itself has one full production kitchen and inmate dining rooms. The average population is 310.
- 1.4.3 An estimate of meals served may be based on 329,871 as reported for the month of January 2012.
- 1.4.4 The Department does not make a vehicle available to the Contractor for the Florence Complex.

UNIT	BREAKFAST	LUNCH	DINNER
CB6 (Lockdown)	B&L7:00 A.M8:00 A.M.	Hours in cell.	5:00P.M 6:00 P.M.
South	6:00 A.M7:30 A.M.	12:00 A.M1:00A.M.	5:00 P.M6:00 P.M.
Picacho	4:30 A.M6:00 A.M.	11:30 A.M12:30 A,M.	4:30 P.M6:00 P.M.
East	6:00 A.M7:00 A.M.	12:00 A.M1:00PM	5:00 P.M6:00 P.M.
North Unit	6:00 A.M7:00 A.M.	12:00 A.M1:00 A.M.	5:00 P.M6:00 P.M.
Central	B&L 6:00 A.M7:40 A.M.	Hours in cell	4:30 P.M7:40 P.M. hours in cell
Globe	6:00A.M 7:00 A.M.	12:00P.M 12:30 P.M	4:30 P.M5:30 P.M.

<sup>\*</sup> Weekend breakfast serving time is: 0700 to 0900 hours.

1.4.5 The following list of positions is currently supporting the food service at ASPC-Florence, Picacho and Globe.

POSITION TITLE	UNIT LOCATION	NUMBER OF POSITIONS
Correctional Food Service Mgr. III (Complex Mgr.)	Complex	1
Correctional Food Service Mgr. I (Unit Mgr.)	Central	1
Correctional Food Service Mgr. I (Unit Mgr.)	East	1
Correctional Food Service Mgr. I (Unit Mgr.)	North 1&3	1
Correctional Food Service Mgr. (Unit Mgr.)	North 2	1
Correctional Food Service Mgr. I (Unit Mgr.)	Picacho	1
Correctional Food Service Mgr. I (Unit Mgr.)	South-Globe	1-1
Correctional Food Service Mgr. II (Production)	Central	2
Correctional Food Service Mgr. II (Production)	East	2
Correctional Food Service Mgr. II (Production)	North 1&3	3
Correctional Food Service Mgr. II (Production)	North 2	3.5
Correctional Food Service Mgr. II (Production)	Picacho	0
Correctional Food Service Mgr. II (Production)	South	2
Clerical (Office Mgr.)	Complex	1
Correctional Food Supervisor I	Central	. 5
	East	5
Correctional Food Supervisor I		
Correctional Food Supervisor I	North 1&3	6
Correctional Food Supervisor I	North 2	0
Correctional Food Supervisor I	Picacho	3
Correctional Food Supervisor I	South-Globe	6-3
	TOTAL POSITIONS	49.5

- 1.5 Arizona State Prison Complex Eyman (ASPC-E)
  - 1.5.1 General requirements for the management of the food service at Arizona State Prison Complex-Eyman:
    - 1.5.1.1 Management of the food service to include, but not limited to the operation of (5) five full production kitchens, serving food to the inmate population cafeteria style, storage of food and related supplies and equipment, purchase of food and supplies, provide sack lunches, provide meals for religious reasons and medical diets, as requested.
  - 1.5.2 Introduction to the Arizona State Prison Complex-Eyman:
    - 1.5.2.1 The State Prison in Eyman is located approximately sixty seven miles south east of Phoenix, off Interstate I-10. The institution itself consists of five (5) units. All units have attached kitchens and inmate dining rooms, except SMU I & SMU II where inmates are fed in their cells. The complex population is approximately 5276 which is made up of five (5) units: SMU I 1161, Browning 768, Rynning 880, Cook 1251 and Meadows 1126.
    - 1.5.2.2 An estimate of meals served may be based on 400,410 as reported for the month of January 2012.
    - 1.5.2.3 The Department shall make available four (4) pallet jacks, one (1) manual and one (1) electric currently at the institution, four (4) refrigerated trucks and two (2) forklifts. The Contractor shall be responsible for the gas and maintenance of these vehicles/equipment. The Department shall be responsible for the repairs on all vehicles licensed and titled to the Department unless due to negligence or abuse by the Contractor. If this occurs, the Contractor shall be responsible for the repairs associated with the negligence or abuse.

UNIT	BREAKFAST	LUNCH	DINNER
Rynning	6:15 A.M8:00 A.M.	12:00 P.M13:30 P.M.	3:30 P.M6:00 P.M.
Meadows	6:00 A.M8:00 A.M.	11:45 A.M13:30 P.M.	4:45 P.M6:00 P.M.
SMU I	7:00 A.M8:30 A.M.	"In Cell"	4:00 P.M6:30 P.M.
Browning	7:00 A.M8:30 A. M.	"In Cell"	4: 00 P.M6:30 P.M.
Cook	6:30 A.M8:00 A.M.	12:00 P. M1:30 P.M.	5:00 P.M6:30 P.M.

<sup>\*</sup> Weekend breakfast serving time is: 0700 to 0900 hours.

CORRECTIONS

1.5.3 The following list of positions is currently supporting the food service at ASPC-Eyman.

POSITION TITLE	UNIT LOCATION	NUMBER OF POSITIONS
Correctional Food Service Mgr III (Complex Mgr.)	Complex	1
Correctional Food Service Mgr I (Unit Mgr)	Cook	1
Correctional Food Service Mgr I (Unit Mgr)	Meadows	1
Correctional Food Service Mgr I (Unit Mgr)	Rynning	1
Correctional Food Service Mgr I (Unit Mgr)	SMU I	1
Correctional Food Service Mgr I (Unit Mgr)	Browning	1
Correctional Food Supervisor II (Production)	Cook	3
Correctional Food Supervisor II (Production)	Meadows	3
Correctional Food Supervisor II (Production)	Rynning	3
Correctional Food Supervisor II (Production)	SMU I	1 .
Correctional Food Supervisor II (Production)	Browning	1
Clerical (Office Mgr.)	Complex	2
Correctional Food Supervisor I (Food Super)	Cook	5
Correctional Food Supervisor I (Food Super)	Meadows	6
Correctional Food Supervisor I (Food Super)	Rynning	6
Correctional Food Supervisor I (Food Super)	SMU I	2
Correctional Food Supervisor I (Food Super)	Browning	2
Correctional Food Supervisor I (Driver)	Warehouse	5
	TOTAL POSITI	ONS 45

- 1.6 Arizona State Prison Complex-Tucson (ASPC-T)
  - 1.6.1 General requirements for the management of the food service at the Arizona State Prison Complex-Tucson:
    - 1.6.1.1 Management of the food service to include, all sack meals shall be done in the Arizona State Prison Complex Tucson Central Kitchen. Serving kitchens are located inside eight (8) units and the ninth unit is located at the Southern Arizona Correctional Release Center (SACRC), 1275 West 22nd Street, Tucson, Arizona, a women's unit.

- 1.6.2 Introduction to the Arizona State Prison Complex Tucson:
  - 1.6.3 The Arizona State Prison Complex at Tucson consists of 10 (ten) kitchens; Santa Rita Unit 2 kitchens, Winchester Unit 1, Cimarron Unit 1, Minors Unit 1, Rincon Unit 1, Manzanita Unit 1, Whetstone Unit 1, Food Factory 1 and SACRC 1 kitchen. The Rincon Unit has an additional feeding requirement to transport meals to the Central Detention unit (CDU). The Contractor shall be required to provide sack lunches, religious and medical diets as well as staff graveyard meals (no vendor serving requirement). The minors unit participates in the National School Lunch Program. Inmate labor is utilized in the operation of the kitchens. There are 5428 beds. Unit Housing Cimmaron, 768, det. 80, Winchester, 760, det. 19, Rincon, 679, Minors, 198, Manzanita, 537, det. 24, Santa Rita, 768, Whetstone, 1250, SARAC, 144 CDU, 80.
  - 1.6.4 An estimate of meals served may be based on 376,560 as reported for the month of January 2012 to include staff meals.
  - 1.6.5 The Department shall make available, one (1) electric forklift, one (1) pallet jack, and two (2) refrigerated trucks. The Contractor shall be responsible for the gas and maintenance of these equipment/vehicle(s). The Department shall be responsible for the repairs on all vehicles licensed and titled to the Department unless due to negligence or abuse by the Contractor. If this occurs, the Contractor shall be responsible for the repairs associated with the negligence or abuse.

UNIT	BREAKFAST	LUNCH	DINNER
Cimarron	6:15 A.M8:15 A.M.	12:00 A.M2:00 P.M.	4:15 P.M6:40 P.M.
Whetstone	.4:30 A.M6:00A.M.	9:30 A.M11:00 A.M.	4:30 P.M 6:30 P. M.
Manzanita	5:15 A.M6:15 A.M.	12:00 A.M1:15 P.M.	4:15 P.M5:15 P.M.
Rincon	5:30 A.M7:30 A.M.	10:15 A.M1:15 P.M.	4:30 P.M6:15 P.M.
Santa Rita	6:15 A.M8:15 A.M.	11:30 A.M1:15 P.M.	4:30 P.M6:15 P.M.
Winchester	6:00 A.M7:00 A.M.	11:30 A.M1:15 P.M.	4:30 P.M615 P.M.
CDU	5:30 A.M 6:30 A.M.	11:00A.M 11:30 A.M.	3:30P.M 5:00 P.M.
Minor's	6:00A.M 6:30 A.M.	11:15A.M 12:15 P.M.	4:15P.M 5:00 P.M.
SACRC	5:30 A.M6:30 A.M.	11:30 A.M12:30 P.M.	4:30 P.M 5:30 P.M.

<sup>\*</sup> Weekend breakfast serving time is: 0700 to 0900 hours.

# SOLICITATION NO. ADOC11-00001557/ADC No. 120094DC

1.6.5.1.1 The following list of positions are currently supporting the food service at ASPC-Tucson:

POSITION TITLE	UNIT LOCATION	NUMBER OF POSITIONS
Food Director	Food Production Center	1
Assistant Director	Food Production Center	1
Purchasing Manager	Food Production Center	1
Production Manager	Food Production Center	1
Production Supervisor	Food Production Center	2
Unit Manager	Minors, Manzanita, Cimarron, Winchester, Santa Rita(,2&4) SACRC, Whetstone Rincon	8 (1 at each)
Lead Supervisor	Rincon, Whetstone	2
Food Service Supervisor	Production Center, Minors, Manzanita, Cimarron, Winchester, Santa Rita, (2&4) SACRC, Whetstone, Rincon	3.4 3,5 6,3,3 3,6,7
Office Manager	Production Center	1
Office Assistant	Production Center	1
Warehouse 1	Production Center 1	
Lead Driver	Production Center	1
Drivers	Production Center	3
	TOTAL POSITIONS	66

- 1.7 Arizona State Prison Complex-Douglas (ASPC-D)
  - 1.7.1 General requirements for the management of the food service at the Arizona State Prison Complex-Douglas:
    - 1.7.1.1 Management of the Food Service to include, but not limited to the operation of four (4) full production kitchens, serving food to the inmate population cafeteria style, warehousing of food and related supplies and equipment, transportation of food and supplies to food service units at facility sites, provide meals for religious reasons and medical diets as requested.

- 1.7.2 Introduction to the Arizona State Prison Complex Douglas:
  - 1.7.2.1 The State Prison Complex in Douglas is located approximately nine (9) miles from the Mexican border in Southeast Arizona. One of the units is the DUI unit located at 25 16th Street. The institution itself consists of four (4) separate units, each with a free-standing kitchen and a lockdown unit (CDU) making the four units. There are approximately 2431 inmates. Unit capacity: Gila, 834, Mohave, 927, Papago, 340, Eggers, 240, CDU, 89.
  - 1.7.2.2 An estimate of meals served may be based on 280,673 as reported for the month of January 2012.
  - 1.7.2.3 The Department shall make available one (1) refrigerated truck, one (1) non-refrigerated truck and one (1) forklift currently at the institution. The Contractor shall be responsible for the gas and maintenance of the vehicles. The Department shall be responsible for the repairs on all vehicles licensed and titled to the Department unless due to negligence or abuse by the Contractor. If this occurs, the Contractor shall be responsible for the repairs associated with the negligence or abuse.

UNIT	BREAKFAST	LUNCH	DINNER
Gila	4:45 A.M7:30 A.M.	11:30 A.M12:30 P.M.	4:30 P.M6:00 P.M.
Mohave/CDU	5:30 A.M7:30 A.M.	11:30 A.M13:30 P.M.	4:30 P.M5:30 P.M.
Eggers	5:30 A.M6:30 A.M.	11:45 A.M12:00 P.M.	4:30 P.M5:30 P.M.
Papago (DUI)	5:00 A.M6:00 A.M.	11300 A.M12:30 P.M.	4:30 P.M5:30 P.M.

<sup>\*</sup> Weekend breakfast serving time is: 0700 to 0900 hours.

# SOLICITATION NO. ADOC11-00001557/ADC No. 120094DC

1.7.2.3.1 The following list of positions is currently supporting the food service at ASPC-Douglas.

POSITION TITLE	UNIT LOCATION	NUMBER OF POSITIONS
Correctional Food Service Mgr III (Complex)	Complex	1
Correctional Food Service Mgr I (Unit Mgr)	Mohave-Gila-Papago- Eggers	1-1-1-1
Clerical (Office Mgr)	Complex	1
Correctional Food Supervisor II (Warehouse Mgr)	Complex	1
Correctional Food Supervisor II (Warehouse)	Complex	1
Correctional Food Supervisor I (Food Super)	Mohave-Gila-Papago- Eggers	6-6-3-3
Correctional Food Supervisor I (Driver)	Complex	1
	TOTAL POSIT	TIONS 27

- 1.8 Arizona State Prison Complex-Perryville (ASPC-PV)
  - 1.8.1 General requirements for the management of the Food Service to include, but not limited to the operation and utilization of one (1) central kitchen to produce food for delivery to seven (7) satellite kitchens within the four (4) units identified herein, storage of food related supplies and equipment, purchase of food and supplies, provide sack lunches, provide meals for religious reasons and medical diets, as requested. Most of the meals are prepared in the complex kitchen and transported in bulk to the seven (7) satellite kitchens where it is served to the inmate population.
    - 1.8.1.1 ASPC-Perryville prepares and transports all meals for ASPC Phoenix.
  - 1.8.2 Introduction to the Arizona State Prison Complex-Perryville:
    - 1.8.2.1 The Arizona State Prison Complex Perryville is a multi-custody institution, located at 2014 North Citrus Road, Goodyear, Arizona. It houses 4321 inmates of all custody levels within six (6) units: Complex Central Detection Unit (36), Complex Minors Unit (25), Santa Cruz (768), Brent Lumley (769), San Pedro (432), Santa Maria (384) and San Carlos (1250) Piestewa (260) and Santa Rosa (390). The Arizona State Prison Complex Perryville houses adult females and adjudicated female minors.
    - 1.8.2.2 An estimate of meals served may be based on 248,744 as reported for the month of January 2012.

- 1.8.2.3 The Department shall make available six (6) refrigerated trucks. The Contractor shall be responsible for the gas and maintenance of these vehicles. Due to the age and condition of these vehicles, use of them may not be feasible. The Department shall be responsible for the repairs on all vehicles licensed and titled to the Department unless due to negligence or abuse by the Contractor. If this occurs, the Contractor shall be responsible for the repairs associated with the negligence or abuse.
- 1.8.2.4 The Contractor shall provide one (1) refrigerated truck for food deliveries to ASPC-Phoenix.

UNIT	BREAKFAST	LUNCH	DINNER
Complex CDU	7:00 A.M 7:30 A.M.	12:00 P.M 12:30 P.M.	4:00 P.M 4:30 P.M.
Complex Minor Unit	7:00 A.M 7:30 A.M.	12:00 P.M 12:30 P.M.	4:00 P.M 4:30 P.M.
San Pedro	4:30 A.M6:30 A.M.	12:00 N-2:00 P.M.	4:30P.M 6:30 P.M.
Santa Cruz	4:30 A.M6:30 A.M.	11:00 N-1:30 P.M.	4:30 P.M6:30 P.M.
Lumley	5:00 A.M7:00 A.M.	12:00 N-2:00 P.M.	4:30 P.M6:30 P.M.
Santa Maria	4:30 A.M6:30 A.M.	11:30 A.M1:30 P.M.	4:30 P.M6:30 P.M.
San Carlos	4:30 A. M6:30 A.M.	11:30A.M1:30 P.M.	4:30 P.M6:30 P.M.

<sup>\*</sup> Weekend breakfast serving time is: 0700 to 0900 hours.

1.8.2.5 The following list of positions is currently supporting the food service at ASPC-Perryville.

POSITION TITLE	UNIT LOCATION	NUMBER OF POSITIONS
Correctional Food Service Mgr III (Complex Mgr)	Complex	1
Correctional Food Service Mgr II (Complex Asst Mgr)	Complex	1
Admin/clerical	Complex	1
Clerical (Officer Mgr)	Complex	1
Correctional Food Supervisor II (Production Mgr)	Complex	1
Correctional Food Supervisor II (Production)	Complex	1
Correctional Food Supervisor II (Cook/Diet/Sandwich)	Complex	4
Correctional Food Supervisor II (Warehouse Mgr)	Complex	1
Correctional Food Mgr I (Unit)	Pedro-Cruz-Lumley-Maria- Piestewa/Rosa-Carlos	1-1-1-1- 1-1
Correctional Food Supervisor I (Food Super)	Pedro-Cruz-Lumley-Maria- Piestewa/Rosa-Carlos	3-4-4-3 4-4
Correctional Food Supervisor I (Driver)	Complex	6
	TOTAL POSITIONS	45

- 1.9 Arizona State Prison Complex-Winslow (ASPC-W)
  - 1.9.1 General requirements for the management of the food service at the Arizona State Prison Complex Winslow:
    - 1.9.1.1 Management of the Food Service to include, but not limited to the operation of one (1) full service kitchen and one (1) satellite serving kitchen at ASPC-Winslow and one (1) full service kitchen at the Apache Unit serving food to the inmate population cafeteria style, storage of food and related supplies and equipment, purchase of food and supplies, provide sack lunches, provide meals for religious reasons and medical diets, as requested.

- 1.9.2 Introduction to the Arizona State Prison Complex-Winslow.
  - 1.9.2.1 The Arizona State Prison Complex Winslow is a multi-custody institution located five miles south of the Town of Winslow, Arizona on Highway 87. It houses 1,467, inmates within the three (3) units of Kaibab (800), Coronado (628) and Complex Detention (39). The food service at the Arizona State Prison Complex-Winslow is a kitchen to spoon process. Meals shall also be provided to the Apache Unit located at 38322 Highway 180, St. Johns, Arizona. Apache Unit houses 426 inmates.
  - 1.9.2.2 The Contractor shall be required to manage the food service utilizing one (1) full service kitchen at ASPC-Winslow and one (1) full service satellite serving kitchen at the Apache Unit serving of food to inmates' cafeteria style, warehousing of food and related supplies and equipment, transportation of food and supplies to food service areas. Provide sack lunches, medical diets, religious diets and provide meals to the 40 bed detention unit.
  - 1.9.2.3 An estimate of meals served may be based on 129,478 as reported for the month of January 2012.
  - 1.9.2.4 The Department shall make available one (1) non-refrigerated truck currently at the institution. The Contractor shall be responsible for the gas and maintenance of this equipment/vehicle. The Department shall be responsible for the repairs on all vehicles licensed and titled to the Department unless due to negligence or abuse by the Contractor. If this occurs, the Contractor shall be responsible for the repairs associated with the negligence or abuse.

UNIT	BREAKFAST	LUNCH	DINNER
Coronado (Mon-Fri)	5:00 A.M6:30 A.M.	12:00 A.M1:00 P.M.	5:00 P.M6:30 P.M.
Coronado (Sat-Sun)	7:00 A.M9:00 A.M.	12:00 A.M1:00 P.M.	5:00 P.M6:30 P.M.
Kaibab	6:45 A.M 8:00 A.M.	11:30 A.M 1:30 P.M.	5:00 P.M 6:30 P.M.
Apache	5:00A.M 6:00 A.M. 7:00 A.M 9:00 A.M.(weekends & Holidays)	12:00 A.M1:00 P.M.	5:00 P.M 6:00 P.M.
CDU & CR	4:00 A.M. Delivery	10:30 A.M. Delivery	4:00 P.M. Delivery
ADU	5:00 A.M. Delivery	11:15 A.M. Delivery	4:30 P.M. Delivery

<sup>\*</sup> Weekend breakfast serving time is: 0700 to 0900 hours.

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1.9.2.5 The following list of positions is currently supporting the food service at ASPC-Winslow.

POSITION TITLE	UNIT LOCATION	NUMBER OF POSITIONS
Correctional Food Service Mgr III (Complex Mgr)	Complex-Winslow	1
Correctional Food Service Mgr II (Asst Complex Mgr)	Kaibab	1
Correctional Food Service Mgr I (Unit Mgr)	Coronado- Apache	1-1
Correctional Food Service Supervisor II (Lead Production)	Coronado/ Kaibab	1-1
Clerical (Office Mgr)	Kaibab-Coronado	1
Correctional Food Supervisor II (Production Mgr)	Kaibab/Coronado	2
Correctional Food Supervisor I (Food Super)	Kaibab/Coronado/Apache	4-5-4
Correctional Food Supervisor I (Driver)	Kaibab/Coronado	2
	TOTAL POSITIONS	28

- 1.10 Arizona State Prison Complex-Yuma (ASPC-Y)
  - 1.10.1 General requirements for the management of the Food Service at the Arizona State Prison Complex Yuma.
    - 1.10.1.1 Management of the Food Service to include, but not limited to the operation of three (3) full production kitchens serving food to the inmate population cafeteria style, storage of food and related supplies and equipment, purchase of food and supplies, provide sack lunches, provide meals for religious reasons and medical diets, as requested. Each unit has its own refrigerator and freezer unit.
  - 1.10.2 Introduction to the Arizona State Prison Complex Yuma
    - 1.10.2.1 The Arizona State Prison Complex Yuma is a multi-custody institution located approximately fourteen (14) miles south of Yuma and approximately three (3) miles north of the border of the United States and Mexico. The institution currently consists of five (5) units. This facility currently houses 4589 inmates within five (5) units and Complex Detention, unit capacity, Cocopah 330, LaPaz, 1250, Cheyene, 800, det. 79, Cibola, 1250, Dakota, 800, det, 80.
    - 1.10.2.2 An estimate of meals served may be based on 354,523 as reported for the month of January 2012.

1.10.2.3

The Department shall make available three (3) refrigerated trucks and one (1) pallet jack currently at the institution. The Contractor shall be responsible for the gas and maintenance of these equipment/vehicles. The Department shall be responsible for the repairs on all vehicles licensed and titled to the Department unless due to negligence or abuse by the Contractor. If this occurs, the Contractor shall be responsible for the repairs associated with the negligence or abuse.

#### MEAL TIMES OCCUR BETWEEN THE FOLLOWING TIMES:

UNIT	BREAKFAST	LUNCH	DINNER
Cocopah	5:30 A.M 6:30A.M.	11:30 A.M12:30 P.M.	4:30 P.M5:30 P.M.
Cheyenne	5:00 A.M 6:00A.M.	11:30 A.M12:30 P.M.	4:30 P.M5:30 P.M.
Dakota	6:30 A.M 8:30 A.M.	11:30 A.M2:30 P.M.	4:30 P.M7:30 P.M.
La Paz	6:30 A.M8:30 A.M.	11:30 A.M2:30 P.M.	4:30 P.M7:30 P.M.
Cibola	6:30 A.M8:30 A.M.	11:30 A.M 2:30 P.M.	4: 30 P.M 7:30 P.M.

<sup>\*</sup> Weekend breakfast serving time is: 0700 to 0900 hours.

1.10.3 The following list of positions is currently supporting the food service at ASPC-Yuma.

POSITION TITLE	UNIT LOCATION	NUMBER OF POSITIONS
Food Service Director	Complex	1
Unit Manager	Cocopah-Cheyenne-Dakota Cibola, La Paz	1-1-1 1-1
Clerical (Office Manager)	Complex	1
Production Supervisor	Cocopah-Cheyenne-Dakota, Cibola, La Paz	2-2-2 2-2
Warehouse Manager	Complex	1
Food Service Supervisor	Cheyenne-Dakota-Cibola- La Paz	3-4-4- 6
Warehouse Driver	Complex	1
	TOTAL POSITIONS	36

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- 1.11 Arizona State Prison Complex-Safford.
  - 1.11.1 General requirements for the management of the Food Service to include, but not limited to the operation of (3) three full production kitchens, two (2) satellite lockdown units serving food to the male inmate population cafeteria style, storage of food and related supplies and equipment, transportation of food and supplies to food service units at facility site, purchase of food and supplies, provide sack lunches, provide meals for religious reasons and medical diets, as requested.
  - 1.11.2 An estimate of meals served may be based on 116,830 as reported for the month of January 2012.
    - 1.11.2.1 The Arizona State Prison Complex Safford is located approximately 10 miles from the Town of Safford, Arizona on State Route 70. The institution consists of three (3) units, Tonto, Graham, Fort Grant and Miles Detention located at Ft. Grant. Unit capacity 1897, Graham, 769, Tonto, 310, Ft. Grant, 769, Miles Detention, 49. Fort Grant is located approximately 45 miles south of Safford. All units have attached full service kitchens and inmate dining rooms.

#### MEAL TIMES OCCUR BETWEEN THE FOLLOWING TIMES:

UNIT	BREAKFAST	LUNCH	DINNER
Tonto Unit	6:00 A.M7:00 A.M.	12:00 A.M1:00 P.M.	5:00 P.M6:00 P.M.
Graham Unit	5:30 A.M7:00 A.M.	12:00 A.M1:00 P.M.	5:00 P.M6:30 P.M.
Ft. Grant Euro Fresh	6:00 A.M7:00 A.M. 4:45 A.M5:45 A.M.	12:00 A.M1:00 P.M.	5:00 P.M6300 P.M.

<sup>\*</sup> Weekend breakfast serving time is: 0700 to 0900 hours.

1.11.2.2 The following list of positions is currently providing service.

POSITION TITLE	UNIT LOCATION	NUMBER OF POSITIONS
Correctional Food Service Mgr III (Complex Mgr)	Complex	1
Correctional Food Service Mgr I (Unit Mgr)	Ft Grant - Tonto - Graham	1-1-1
Clerical (Office Mgr)	Complex	1
Correctional Food Supervisor II (Lead)	Ft Grant	1
Correctional Food Supervisor II (Production Mgr)	Ft Grant - Tonto - Graham	3-3-3
Correctional Food Supervisor I (Food Super)	Ft Grant - Tonto - Graham	3-0-3
,	TOTAL POSITIONS	21

- 1.12 Arizona State Prison Complex Safford/Fort Grant Unit
  - 1.12.1 General requirements for the management of the food service at the Arizona State Prison Complex Safford/Fort Grant Unit:
    - 1.12.1.1 Management of the Food Service to include, but not limited to the operation of a full production kitchen, serving food to the male inmate population cafeteria style, storage of food and related supplies and equipment, transportation of food and supplies to food service units at facility site, purchase of food and supplies, provide sack lunches, provide meals for religious reasons and medical diets, as requested.
      - 1.12.1.1.1 The warehouse has the following: 1 Bulk Freezer - 2,136 cubic feet 1 Bulk Cooler - 1,729 cubic feet 1 Dry Storage - 2,640 cubic feet
- 1.13 Arizona State Prison Complex-Phoenix
  - 1.13.1 Management of the Food Service to include, but not limited to the operation of a kitchen to spoon process at the Arizona State Prison Perryville (female inmates) and shall be served by inmates at Alhambra, Flamenco and Aspen. Most of the meals are to be prepared in the Perryville kitchen which shall be identified as the "COMPLEX PRODUCTION KITCHEN" and transported in bulk to the three (3) satellite kitchens where it is served to the inmate population; storage of food and related supplies and equipment, transportation of food and supplies to food service units at facility site, purchase of food and supplies, provide sack lunches, provide meals for religious reasons and medical diets, as requested. Inmates being transferred from Alhambra to other institutions are provided a sack meal consisting of one (1) milk, and one (1) cup of cereal.
  - 1.13.2 The warehouse has office space for Contractor staff as identified below:
    - 1.13.2.1 The Aspen Unit has the following:
      Outside the kitchen:
      1 Bulk Freezer 1008 cubic feet
      1 Bulk Cooler 2240 cubic feet
      Inside the kitchen:
      1 Dry Storage 343 cubic feet
      1 Bulk Cooler 1980 cubic feet
  - 1.13.3 Introduction to the Arizona State Prison Complex Phoenix.
    - 1.13.3.1 The Phoenix prison is a multi custody Complex. It houses 714 inmates of all custody levels within three (3) Units: Alhambra, 439, Flamenco, 125, Aspen, 150.

- 1.13.4 The Contractor shall make available at ASPC-Phoenix, a 576 cubic foot refrigerated delivery truck with a lift. The truck will depart from ASPC-Perryville to deliver food to Phoenix. The Contractor shall be responsible for the gas and maintenance of the delivery trucks. The Contractor shall be responsible for the repairs on all vehicles licensed and titled to the Contractor unless due to negligence or abuse by the Department. If this occurs, the Department shall be responsible for the repairs associated with the negligence or abuse.
- 1.13.5 An estimate of meals served may be based on 53,010 as reported for the month of January 2012.

#### MEAL TIMES OCCUR BETWEEN THE FOLLOWING TIMES:

UNIT	BREAKFAST	LUNCH	DINNER
Aspen	6:15 A.M8:00 A.M.	11:30 A.M12:30 P.M.	4:30 P.M5:30 P.M.
Alhambra	6:00 A.M8:00 A.M.	11:30 A.M1:00 P.M.	3:00 P.M6:00 P.M.
Flamenco	6:15 A.M8:00 A.M.	11:30 A.M 1:00 P.M.	4:00 P.M6:00 P.M.

<sup>\*</sup> Weekend breakfast serving time is: 0700 to 0900 hours.

1.13.6 The following list of positions is currently providing service.

POSITION TITLE	UNIT LOCATION	NUMBER OF POSITIONS
Driver	Complex	1.5
Correctional Food Service Mgr II (Asst Complex Mgr)	Complex	1
Correctional Food Service Mgr. I	Complex	1
Clerical (Office Mgr. )	Complex	1
Correctional Food Service Supervisor I	Alhambra/Flamenco	3
Correctional Food Supervisor (Food Super)	Aspen	2
	TOTAL POSITIONS	9.5

- 1.13.7 Arizona State Prison Complex-Phoenix
  - 1.13.7.1 General requirements for the management of the food service at the Arizona State Prison Complex Phoenix:
  - 1.13.7.2 Management of the Food Service to include, but not limited to the operation of (1) one full production kitchen, serving food to the inmate population cafeteria style, storage of food and related supplies and equipment, transportation of food and supplies to food service units at facility site, purchase of food and supplies, provide sack lunches, provide meals for religious reasons and medical diets, as requested.
- 1.13.8 The warehouse has office space for one (1) Contractor staff as identified below.
  - 1.13.8.1 The warehouse has the following:
    - 1 Bulk freezer 1 bay x 643 cubic feet with shelving.
    - 1 Bulk Cooler 1 bay x 1,123 cubic feet with shelving.
    - 1 Dry storage bays all for Food Service 2 bays for a total of 4,109 cubic feet with shelving.
- 1.14 Arizona State Prison Complex-Lewis (ASPC-L)
  - 1.14.1 General requirements for the management of the food service at the Arizona State Prison Complex-Lewis.
    - 1.14.1.1 Management of the Food Service to include, but not limited to the operation of (6) six full production kitchens, serving food to the inmate population cafeteria style, storage of food and related supplies and equipment, purchase of food and supplies, provide sack lunches, provide meals for religious reasons and medical diets, as requested.
  - 1.14.2 Introduction to the Arizona State Prison Complex Lewis:
    - 1.14.2.1 The Arizona State Prison Complex Lewis is located approximately 15 miles from the Town of Buckeye, Arizona on State Route 85. ASPC-Lewis is approximately 45 miles from the center of the Phoenix Metropolitan area. The institution itself consists of eight (8) units, Stiner, Morey, Barchey, Buckley, Rast, Bachman Eagle Point/Sunrise. All units have attached full service kitchens and inmate dining rooms, capacity 6182, Bachman, 812, det. 80, Barchey, 1350, Buckley, 1012, Morey, 812, det. 80, Rast, 444, Stiner, 1000, det. 80, Eagle Point/Sunrise 300, 100 Med., 13.
    - 1.14.2.2 An estimate of meals served may be based on 481,337 as reported for the month of January 2012.

1.14.2.3

- Provide the management of the food service operation at the Arizona State Prison Complex Lewis. The Contractor shall be responsible for the management of all kitchens and all serving of the food to the inmate population cafeteria style, ordering of all food items and related supplies, receiving, storage, providing sack lunches, medical diets and religious diets as required. The Contractor shall be required to use inmate labor in all areas of the operation of the Food Service.
- 1.14.2.4 The Department shall make available two (2) refrigerated delivery trucks, one (1) cargo van and one (1) electric powered forklift. The Contractor shall be responsible for the gas and maintenance of the delivery trucks/van and for the repairs on all vehicles licensed and titled to the Department unless due to negligence or abuse by the Contractor. If this occurs, the Contractor shall be responsible for the repairs associated with the negligence or abuse.
- 1.14.2.5 Office space in the warehouse consists of three (3) work stations plus space for two (2) individuals.
  - 1.14.2.5.1 The warehouse has 53 bays x 392 cubic feet = 20,776 for food service. Total allocated warehouse space is 34,496 cubic feet.
    - 1 bulk freezer 14 bays x 392 cubic feet 5448 with shelving.
    - 1 bulk cooler 13 bays x 392 cubic feet 5096 with shelving.
    - 1 dry storage  $-\frac{1}{2}$  for food -8 bays x 392 cubic feet -3136 with shelving.

UNIT	BREAKFAST	LUNCH	DINNER
Stiner	5:00 A.M7:30 A.M.	11:00 A.M12:30 P.M.	4:00 P.M6:00 P.M.
Morey	6:00 A.M7:30 A.M.	11:00 A.M12:30 P.M.	4:00 P.M5:30 P.M.
Barchey	5:30 A.M7:30 A.M.	10:30 A.M1:30 P.M.	4:00 P.M5:30 P.M.
Buckley	5:30 A.M7:00 A.M.	10:00 A.M12:30 P.M.	4:00 P.M5:30 P.M.
Rast	6:00 A.M7:30 A.M.	11:00 A.M12:30 P.M.	4:00 P.M5:30 P.M.
Bachman	5:00 A.M7:00 A.M.	11:00 A.M1:00 P.M.	4:00 P.M6:00 P.M.
Eagle Point/sunrise	5:00 A.M7:30 A.M.	TI:00 A. M1:00P.M.	4:00P.M6:00 P.M.

<sup>\*</sup> Weekend breakfast serving time is: 0700 to 0900 hours.

POSITION TITLE	UNIT LOCATION	NUMBER OF POSITIONS
Correctional Food Service Mgr. (Complex Mgr.)	Complex	1
Correctional Food Service Mgr. (Asst Complex Mgr.)	Complex	1
Warehouse Supervisor	Complex	1
Warehouse Driver	Complex	2
Office Mgr./Assist	Complex	2
Food Service Mgr (Unit Mg.)  Correctional food Supervisor II (Production Mgr.)	Stiner- Morey- Barchey-Buckley- Bachman-Rast- Eagle Point  Bachman, Barchey Buckley, Morey, Rast, Stiner, Eagle	1-1 1-1 1-1 1 1-1 1-1-1
Cook Supervisor	Stiner- Morey- Barchey-Buckley- Bachman-Rast- Eagle Point	4-4-8-4-8-2-2
Correctional Food Supervisor II (Production Mgr., Training Coordinator)	Complex	1
	TOTAL POSITIONS	54

#### 1.15 QUALIFICATIONS/REQUIREMENTS OF THE OFFEROR:

- 1.15.1 The Offeror shall have a minimum of five (5) years of experience in correctional institutional food services management of full production kitchens. (Food service at a jail facility shall not be given full credit as a correctional institution).
  - 1.15.1.1 Provide a list of at least three (3) correctional food service accounts you operate in the United States consisting of a population of 5,000.
  - 1.15.1.2 Preference shall be given to Offerors who have experience in prison correctional institutions with populations exceeding 10,000 each. A jail facility shall not constitute as experience in a prison correctional facility.
  - 1.15.1.3 Provide a list of the food services management operations you currently operate in the United States that are applicable to support your experience in correctional institutional food service programs, utilizing inmate labor.

- 1.15.1.4 List all correctional accounts which are similar in type (correctional institutional, approximately five (5) million dollar budget) that you have operated in the past five (5) years, their current status, reasons why, if any, of these contracts have been lost, canceled or re-bid. Negative information relating to accounts that would otherwise support the preference points may result in the preference points not being given.
- 1.15.1.5 Provide at least five (5) references from entities that you have provided or are providing services for to which are of equal size to ADC. See Attachment No. 6 for reference sheet that shall be completed and submitted with your proposal response. Information should support at least six (6) months to one (1) year of information relating to performance.
- 1.15.1.6 Provide any other useful background information on your company supporting your ability to manage the food service units at a correctional institution.
- 1.15.2 The Offeror shall provide information on their experience and successes of managing food services operations utilizing inmate labor.
- 1.15.3 The Offeror shall provide information identifying that they are regional in scope and operates in at least four (4) states.
- 1.15.4 The Offeror shall provide information identifying that they shall establish or have in place, if awarded the contract, a regional office and provide space for support staff assigned to this contract with internet capability and located in Phoenix, Arizona.
- 1.15.5 The Offeror shall submit Audited Financial Statements for the last five (5) years that are clear, font size is appropriate for reading and legible. Financial Statements shall be prepared and audited by an independent, licensed CPA according to generally accepted accounting principles (GAAP) and shall include a balance sheet, income statement, cash flow statement and accompanying accountant's notes.
  - 1.15.5.1 If the Offeror is a newly formed entity and is relying on another organization to meet capitalization requirements, the Offeror shall submit the most recent five (5) years of audited and the most recent quarterly unaudited financial statements of the organization(s) that intends to provide funding or support to the newly-formed entity. Disclose in detail the relationships of any such organization(s) providing funding to the Offeror.
- 1.15.6 The Offeror shall submit a five-year Pro Forma Financial Statement, including a balance sheet, income statement, and cash flow statement. Submit financial viability calculations for the five (5) year financial projections.
- 1.15.7 The Department shall have the right to request additional financial data in order to obtain information deemed necessary.

### 1.16 GENERAL RESPONSIBILITIES AND REQUIREMENTS OF THE CONTRACTOR:

- During the term of the resultant contract, the equipment and space provided by the Department to the Contractor shall be used only for food services and permitted related activities as specified and shall have prior approval of the Department. Approved changes shall be handled by formal contract amendment through Procurement Services.
- 1.16.2 The Contractor shall provide prompt, efficient and courteous service and avoid undue interferences with the Department's operation in the building in which food service activities occur.
- 1.16.3 The Contractor shall be responsible for maintaining an up to date physical inventory record utilizing the list submitted by the Department of non-expendable supplies and capital equipment during the life of the contract for replacement due to inmate abuse, general kitchen conditions or theft.
- 1.16.4 Ownership of all non-expendable supplies and capital equipment shall remain with the Department and shall not be loaned or removed from the institution without written approval from the Warden. The Contractor shall take such measures as may be reasonably required for the protection against loss.
- 1.16.5 The Contractor shall provide its own office furnishings, safes and office machines as necessary for the food service operations.
- 1.16.6 All local, long distance and fax services shall be the responsibility of the Contractor.
- 1.16.7 The Contractor shall provide pest control services on a regular basis for all areas under their supervision, such as; kitchen(s), dining area(s), storage and warehouse area(s), etc., and shall be responsible for the cost of all additional services if required.
  - 1.16.7.1 The Contractor shall be responsible for collection of garbage/trash on a regular basis, in accordance with all Departmental Policies and Departmental Security Procedures, resulting from food operations and shall be responsible for proper storage and disposal as per the requirements of the Department. This also includes grease traps and tallow grease inside and out of kitchen area and any charges or credits associated with the collection and removal.
  - 1.16.7.2 The Contractor shall be responsible for cleaning of ventilating hoods on the inside, including filters to below the filter line and outside to the ceiling.
- 1.16.8 The Contractor shall be responsible for providing hand washing soaps, hand washing soap dispensers, floor wax, floor sealers and necessary supplies. The Contractor shall be responsible for maintaining the appropriate levels of such items during the contract period and shall provide the Department with a similar number of these items in appropriate operating condition at the time the contract is either canceled or expires.

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- 1.16.9 The Contractor shall be responsible for stripping and sealing or waxing of non-carpeted floors a minimum of six (6) times a year or as necessary in order to maintain them in an acceptable condition. All non-carpeted floors are to be swept and mopped after each meal and the carpeted floors are to be vacuumed daily.
- 1.16.10 The Contractor shall provide the current inventory of consumable items listed in 1.16.10.1 through 1.16.10.28. The Contractor shall be responsible for maintaining the appropriate levels of such items during the contract period and shall provide the Department with a similar number of these items in appropriate operating condition at the time the contract is either canceled or expires. All items purchased by the Contractor shall be approved by the Warden/Security.

1.16.10.1	Push brooms
1.16.10.2	Kitchen brooms
1.16.10.3	Mop head and handles
1.16.10.4	Mop buckets (Preferred item to be used is a Rhino Bucket)
1.16.10.5	Rubber non-disposable latex gloves
1.16.10.6	Hand soap
1.16.10.7	Floor wax
1.16.10.8	Floor stripper
1.16.10.9	Floor sealer
1.16.10.10	Dust pans
1.16.10.11	Scrub brushes
1.16.10.12	Garbage cans and lids
1.16.10.13	Garbage can liners
1.16.10.14	Buffer pads/scrubbing pads
1.16.10.15	Dust mops and frames
1.16.10.16	Squeegees
1.16.10.17	Paper towels
1.16.10.18	Toilet paper
1.16.10.19	Styrofoam cups, plates; Styrofoam paper and hot food containers
1.16.10.20	Paper sacks for sack lunches
1.16.10.21	Plastic wrap
1.16.10.22	Tin foil
1.16.10.23	Wax paper
1.16.10.24	Hairnets & Beard Drapes
1.16.10.25	Disposable sporks
1.16.10.26	Oven mitts
1.16.10.27	Hot pads
1.16.10.28	Aprons

1.16.11 The Contractor shall be required to provide all soaps, sanitizer and chemicals required for the routine sanitation of all food service areas, including dish washing, pot and pan washing, all food production equipment, storage areas. All chemicals used shall have an EPA rating of Level 1 or lower. Chemicals shall be equivalent to chemicals identified in Department Order 712.05 which can be found at <a href="http://www.azcorrections.gov">http://www.azcorrections.gov</a>, ADC Policies, Chapter 700. After award, the Contractor shall be required to supply MSDS sheets on all chemicals being used to Procurement Services and the institution.

- 1.16.12 The Contractor shall use reasonable care in the use of space and equipment and upon proper notice, ensure that such space and equipment is in good condition as when received except for normal wear and tear.
- 1.16.13 The Contractor shall be responsible for the sanitation and cleanliness in all food service areas and food storage space. Sanitation responsibilities shall include the floors, walls, windows, equipment, ceilings, vent covers and light fixtures of all food service areas.
- 1.16.14 The Contractor shall be responsible for participating in the recycle program at any facility and shall be responsible for the sorting and separation of recyclable materials resulting from food operations per the requirements of the Department. All recyclable materials (cardboard, tin cans, plastic, paper, etc.) are to be the property of the Department.
- 1.16.15 The Contractor shall be responsible for locking all doors and rooms assigned to the Contractor.
- 1.16.16 The Contractor shall report fires and hazardous conditions according to the Department's policies.
  - 1.16.16.1 The Contractor shall notify the Department immediately of any fire extinguisher use.
- 1.16.17 The Contractor's employees shall join as active members and participate in the organization for self-protection (fire, civil defense, drills, emergency drills etc., and to include Incident Command System.) as established at the institution.
- 1.16.18 The premises, equipment and facilities shall be maintained throughout the life of the contract in a condition satisfactory to the Department and the Arizona Department of Health Services. The Contractor shall adhere to the Arizona Department of Health Services, Title 9, Chapter 8, Environmental Sanitation, while performing the Management of the food service operations.
- 1.16.19 The State Health Department of Sanitation and the Department of Safety, Health and Sanitation personnel shall have complete cooperation and access to all food service, production and storage areas during inspections which they may conduct. These inspections may be at the request of the Department or on said agency's own discretion. Contractor shall immediately take corrective action to remedy any sanitation deficiencies found during the inspections.
- 1.16.20 The Contractor shall provide employee uniforms as required by Departmental policy.
- 1.16.21 The Contractor's employees shall be groomed and dressed in accordance with Department Title 503 grooming policies which can be found at <a href="http://www.azcorrections.gov">http://www.azcorrections.gov</a>, ADC Policies, Chapter 503.
- 1.16.22 The Contractor shall adhere to the Staff/Inmate Relationship Policy Title 501 including the State Statute on Sexual Conduct which can be found at <a href="http://www.azcorrections.gov">http://www.azcorrections.gov</a>, ADC Policies, Chapter 501.

- 1.16.23 The Contractor shall be responsible for providing water\grease proof aprons and water proof footwear for the food service staff and inmate workers.
- 1.16.24 The Contractor shall be responsible for providing pot holders and any and all other safety equipment required to complete job requirements for the food service staff and inmate workers.
- 1.16.25 Any items needing repair shall be processed for repair using the facility work order system. The Contractor shall be responsible for timely submission of work orders and shall be responsible for maintaining a routine preventive maintenance schedule for all food service equipment owned by the Department. Preventative maintenance shall be described as daily cleaning, oiling, wiping down, draining or any other general maintenance procedure that is necessary for maintaining equipment on a daily basis to run efficiently and maintain the life of the equipment.
- 1.16.26 The Contractor shall be required to reimburse the Department for repairs or replacement of equipment or supplies which are damaged or destroyed by the Contractor's employees and inmates assigned to work in food services as a result of a documented negligent act or failure to act, or "improper inadequate supervision and/or training". The Contractor shall not be required to replace or pay for the repair of equipment or supplies damaged or destroyed by an act of God or during a riot unless the cause of the riot is determined to be the fault of the Contractor.
- 1.16.27 The Contractor and the institution shall be responsible for control of all keys obtained from the institution and the security of those areas accessed by these keys. The Contractor shall be responsible for replacement of lost keys and the cost of re-keying and replacement of lock cylinders. The keys issued to the Contractor may not be duplicated at any time by the Contractor. The Contractor shall develop a key control program which shall be reviewed and approved by the institution. The loss of any keys is to be reported immediately to the facility shift commander and followed by a written report.
- 1.16.28 The Contractor shall be responsible for immediately reporting losses incurred as a result of break-ins to areas assigned to the Contractor or the Department.
- 1.16.29 The Contractor shall be required to date stamp and label all food products received from vendors and to use the food products in a timely manner. All food products delivered shall have a nutritional label, available for review.
- 1.16.30 The security in all food service areas shall be the direct responsibility of all employees of the Contractor. All activities and supervision practices shall be consistent with Department's Policy and the Institution's procedures.
- 1.16.31 The Contractor shall have managerial or supervisory staff open, close and check the food service areas as required by the Department. When Contractor fails to open kitchen due to Contract Staff failing to report to work, the Contractor shall reimburse the Department for wages and salaries of Department staff used to open the unit kitchen and shall be subject to an offset charge for the wages of the contracted staff failing to report to work.

- 1.16.32 The Contractor shall provide a plan to maintain kitchen security as it relates to: inmate supervision, inventory control and Contractor's orientation to the facilities operational philosophy. The Contractor shall have the institution review and approve all operational plans and shall be responsible to follow all Departmental policies which directly affect the security of the institution.
- 1.16.33 The Contractor shall be responsible for maintaining, and stocking, according to OSHA standards, first aid equipment and supplies in all production and service areas. The inspection of first aid supplies shall be added to the monthly report. All first aid equipment and supplies are solely for the Contractor's staff.
- 1.16.34 The Contractor shall comply with all regulations promulgated by the Department with regards to the food services and all other areas of the Department.
- 1.16.35 The Contractor shall maintain and comply with all occupational safety and health standards and regulations as promulgated by the Federal, State or local authority.
  - 1.16.35.1 Any unsafe practices observed by the Department shall be corrected by the Contractor within five (5) days of notification of such unsafe practice. If such is not accomplished within five (5) days, the Department shall have the right to make such corrections and deduct the costs from the payments due the Contractor.
- 1.16.36 The Contractor shall not provide free or discounted meals, snacks or beverages to their employees or to those of the Department as a direct operating expense of food service.
- 1.16.37 On request by the Department, the Contractor shall meet for the purpose of reviewing the operating statements. The Contractor shall be required to explain deviations, discuss problems, and mutually agree on a course of action to improve the operation of the Food Service Unit.
- 1.16.38 The Contractor shall be required to keep all records relating to the contract for a period of five (5) years from the date of expiration or termination of the contract.
- 1.16.39 The Department shall be informed by the Contractor of any scheduled audit of the records pertaining to the contract.
- 1.16.40 The Contractor shall upon request provide food for special functions as approved by the Warden.
  - 1.16.40.1 Food for these functions shall be billed at raw food cost plus 10% to cover the extra expenses incurred by the Contractor. If the food items are the same as provided for the normal meal service, Department shall pay the Cost per Meal per person.
  - 1.16.40.2 If a sack breakfast is provided during the transportation of inmates and does not meet the average nutritional guide lines as to total calories per day, it shall not be billed as a full meal.

- 1.16.41 The Contractor shall be required to provide food service to the institution for up to three (3) days or nine consecutive meals without any additional cost in the event of lock downs, riots, fire, power failure, equipment failure or other events that would cripple the normal operation of the institution to include all paper and disposable products. After the three (3) day period or nine consecutive meals, the Department shall pay additional reasonable costs incurred by the Contractor provided that prior to incurring the additional costs they are reviewed and approved by the Warden or Designee.
- 1.16.42 The Contractor is encouraged to utilize whenever cost effective, Arizona Correctional Industries (ACI) supplied items as referenced below.
  - 1.16.42.1 ACI can supply hard line items such as printing, engraving, wood items, etc.
- 1.16.43 The Contractor shall be required to utilize ACI for all bakery items used. Prices are subject to change throughout the term of the contract.
- 1.16.44 In the event that ACI is unable to supply product due to an emergency or incident beyond their control, the Contractor shall supply these items. All bakery items shall be fresh and day old bread shall not be acceptable.
- 1.16.45 The Contractor shall be required to use the Standard Department Cycle Menu developed by the Department.(See Exhibit C)
  - 1.16.45.1 The Contractor shall publish approved menus one week in advance, for the facility to distribute and post for the staff and inmate population.
  - 1.16.45.2 The Contractor shall, in writing, submit non-permanent proposed changes, as soon as need is apparent for approval by the Warden or authorized designee.
  - 1.16.45.3 Permanent menu changes (changes which shall continue for more than two cycles) shall be approved in writing by the Procurement Services Office and Offender Operations Division followed by an amendment to the contract.
  - 1.16.45.4 The Contractor shall use the Department's sack lunch menu on a six (6) week cycle which shall be utilized for work crews (See Exhibit C). Inmate work crews that are off the institutional site for more than ten (10) hours including travel time and approval from the Warden shall qualify for a third sandwich in their sack lunch. (See Exhibit C), Sack Lunch Schedule for sandwich specifications). This information shall be submitted as part of the proposal.
  - 1.16.45.5 The Department requires a hot meal for graveyard staff on a daily basis. Contracted staff shall not be required to provide additional preparation or services regarding this meal. That meal shall be a replica of the evening meal.

- 1.16.45.6 The sack lunch items shall, in conjunction with the Standard Menu provide the nutritional and caloric totals according to the Department's Standard Menu Nutritional Guidelines (See Exhibit D).
- 1.16.46 The Contractor shall be required to provide computerized Nutritional Analysis of the Department's Six Week Cycle Menu, to include the sack lunch menu, restricted diet guidelines, which shall reflect the 18 RDA nutrients, including the calorie and protein as specified. The nutritional analysis shall reflect actual recipe ingredients and products used in their preparation. The nutritional analysis of conglomerate items from a standard nutritional program file shall not be acceptable. A Registered Dietitian shall approve the nutritional analysis of the Standard Menu and Restricted Menu extensions annually or as may be required by the Department, signifying that the menus and foods being served comply with the requirements of the contract. The Contractor shall also be required to cooperate with any assistance needed in connection with inmate litigation pertaining to diets at no extra cost to the Department.
- 1.16.47 The Contractor shall be required to use the Department's approved Food Specifications for all raw foods used in the preparation of meals or as may be approved by the Department. (See Attachment D).
  - 1.16.47.1 All changes to the food specifications shall be approved by Procurement Services in writing and the contract shall be required to be amended accordingly.
  - 1.16.47.2 Any foods or materials which are found not meeting the specifications contained in the Contract shall be rejected and will be the direct monetary responsibility of the Contractor and shall not be charged to Department at any time. The Department shall not pay for products that do not comply with the specifications in the Contract. Through the term of the Contract, it is the Contractor's responsibility to read, understand and comply with the Contract specifications. In the event that a Contractor does not comply with the specifications and has not received an approval for changing them, the Department shall deduct the value of the proper item or shorted quantity from the Contractor's bill. The Department also reserves the right to have any product tested for compliance. All costs incurred from testing shall be the responsibility of the Contractor.
  - 1.16.47.3 If a product is sampled and found to be unacceptable, the Contractor shall be notified and given the opportunity to correct the problem or replace the product. If this cannot be accomplished by the Contractor, the product shall not be used.
- 1.16.47.4 If for any reason, items ordered are not available for scheduled shipment, the Contractor is "required" to advise the Warden or designee. It shall be only upon the Warden's approval whether temporary product substitution is acceptable.
  - 1.16.47.5 Product substitution is described as, like product, equal or better quality at the Contractor's expense.

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- 1.16.48 The Contractor shall be required to provide all Restricted Diets to include: medical diets approved by the Division Director of Health Services or his designee, or Religious diets as required by assigned Chaplains or Pastoral Administrators as identified herein. The Food Service Liaison shall provide the Restricted Diet Roster to be utilized by the Contractor.
  - 1.16.48.1 The Department has developed standard extensions for restricted medical and religious diets based on the Standard Menu. The Contractor shall comply with these guidelines and menus. Examples of the extended menus are provided (See Exhibit E). In the event that additional medical diets are required, the Contractor shall supply items as needed after the approval by the Division Director of Health Services.
  - 1.16.48.2 The Contractor shall serve all restricted diets ordered in compliance with Department policies.
  - 1.16.48.3 An hour of Sleep/Bedtime snack shall be supplied for all insulin dependent diabetics as delineated in the Diet Manual. (The diabetic snack or sack supplement provided on Saturday and Sunday is not to be considered a meal and shall not be charged as such).
  - 1.16.48.4 With a written order from the Medical Unit or Dental Unit, the Contractor shall supply regular restricted, medical diets as specified by the Institutions medical authority in accordance with the ADC Restricted Diet Guidelines.
- 1.16.49 The Contractor shall be required to provide meals that comply with tenets of recognized Religious organizations with written authorization from the Religious Services Administrators.
  - 1.16.49.1 All religious meals shall be ordered and served in compliance with Department's policies and menus.
- 1.16.50 The Contractor shall provide at least six (6) special Holiday Menus at least 30% above the average raw food cost, in accordance with the ADC Food Service Technical Manual, Exhibit F, which shall include the following days: Cinco de Mayo, Juneteenth, Fourth of July, Thanksgiving, Christmas, and Super Bowl Sunday.
  - 1.16.50.1 All holiday meals shall be provided at the standard cost per meal.
- 1.16.51 The Contractor shall purchase produce or other food products that may be supplied by the Institutions or the Department to be utilized in the food service. This product cost shall be reimbursed to the Department based on the value of the menu item being replaced, if different than the current menu item or at a fair market value agreed upon by the Contractor and the Department.

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- 1.16.52 Use of products (food or supplies) which require dispensing equipment for its use, shall have the equipment and service costs prorated in the price of their product used, the lease agreement required shall be signed by and held in the name of the Contractor. The Department shall not provide maintenance or insurance for any equipment not belonging to the Department.
- 1.16.53 The Contractor shall be responsible for acting as an advisor, to the Department, regarding additional capital equipment, required repairs and replacement of capital equipment and related facilities during the contract.
- 1.16.54 Provide a complete description on how your company intends to provide dietetic support to the facility. Contractor to provide a Registered Dietician assigned to a facility and dedicated to ADC facilities.
- Upon request and in the time frame identified by the Department, the Contractor shall make In State Staff available for the purpose of conducting Media Interviews.
- 1.16.56 The Contractor shall submit standardized recipes to be used at all facilities for approval by the Operations Contract Liaison prior to execution of the contract.
  - 1.16.56.1 Recipes shall be followed without modification.
  - 1.16.56.2 Any change to a recipe shall receive prior approval from the Prison Operations Contract Liaison.
- 1.16.57 The Contractor shall be allowed to propose changes/options to the ADC standard requirements.
  - 1.16.57.1 The Contractor may submit changes/options to the identified requirements that may reduce the cost per meal.
  - 1.16.57.2 The Contractor shall provide details of ideas, to include investment costs, how the idea would effect food service operation and cost savings to the Department.
  - 1.16.57.3 In order for the Department to be able to consider the submitted ideas, the Offeror shall be selected for award based on the Departments current requirements as identified in this solicitation.

#### 1.17 CONTRACTOR'S STAFFING:

- 1.17.1 The Contractor shall be responsible for the staffing of the food service operation(s) during all operational hours employees shall work a minimum of thirty (30) hours, per work week.
  - 1.17.1.1 A position list shall be provided to the Department. This list shall be reviewed annually or at any time during the contract by the Department.

·	1,17,1,2	during the contract without prior written approval of the Department.		
		1.17.1.2.1	The Contractor shall not allow any position approved in the contract to remain unfilled for more than fourteen (14) calendar days without approval from the Operations Contract Liaison.	
	1.17.1.3	If salaried, staff shall be absent for more than four (4) consecutive calendar days, the Contractor shall notify the Department in writing, along with providing an operational plan of how responsibilities are being covered.		
	1.17.1.4		ctor shall provide trained relief personnel to substitute for oyees when they are absent.	
	1.17.1.5	The Department reserves the right to review the qualifications of all the food service staff that the Contractor proposes to hire. The Department may deny approval of proposed staff.		
	1.17.1.6	of proposed	Consideration by the Contractor shall be given to support the certification of proposed staff in food handling courses (i.e. State Food Safety online courses, etc.) for Maricopa, Navajo and Yuma Counties.  The Contractor shall have written job descriptions, task analysis and time line charts for all positions.	
	1.17.1.7			
	1.17.1.8	All Contractor employees employed to work at the institution shall be citizens of the United States or have the proper work permits and passport as substantiation.  The Contractor is required to submit a staffing pattern that shall demonstrate an adequate number of food service staff to ensure supervision of assigned inmate population.		
	1.17.1.9			
		1.17.1.9.1	The Contractor shall provide an organizational chart reflecting the organizational structure of the operation to include relationships to corporate offices.	
		1.17.1.9.2	The Contractor shall fill food service critical staff positions with qualified staff within twenty four (24) hours after said position(s) become vacant. Critical staff is defined as positions that directly supervise inmate workers during the production and serving of meals.	

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The Contractor shall not make any changes to the final approved staffing,

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1.17.1.2

1.17.1.9.3 If the Contractor cannot fill the position within the twenty four (24) hours and the Department has to provide the personnel on a temporary basis, the Contractor shall be liable to reimburse the Department at that positions hourly

rate plus time and one half for all hours worked.

#### 1.18 CONTRACTOR'S STAFF TRAINING:

- 1.18.1 Contractor's Staff Training shall be the responsibility of the Contractor to see that all employees hired to work in the Food Service Units are informed of all pertaining laws, policies and procedures for both the Department and the Contractor, relative to their job and relations with inmate workers. All training shall be equivalent to industry standards for training of food handling staff.
- 1.18.2 All Contractor personnel who have daily contact with the inmate workers shall receive New Employee Orientation and refresher training annually as required by the Department. New employees of the Contractor shall be expected to attend the first available orientation class after being hired.
- 1.18.3 Training and training information shall be provided through the institution prior to the employee starting work, if practicable.
- 1.18.4 All employees of the Contractor at the institution shall complete the courses and number of training hours in the Department's annual training program as provided by Department Policy.

#### 1.19 CONTRACTOR'S/OFFEROR'S PROPOSED MANAGEMENT:

- 1.19.1 The Contractor shall designate one employee as the Food Service Manager who shall be responsible for the day to day operation of the food service units. The individual selected shall remain at the institution for a minimum period of one (1) year or as long as their performance is acceptable to the Department. All management personnel hiring and assignments require approval by the Department, prior to finalization.
- 1.19.2 If any Food Service Staff is assigned to do work at other than the institution hired to work at, their salary for the days absent shall be deducted from the Contractor's monthly invoice. The Contractor shall receive approval for this reassignment prior to effecting this change.
- 1.19.3 Management: The Department requests the Offeror to identify the manager intended to manage the proposed facility; supplying the Department a detailed resume, references and background of qualifications. Qualifications shall equal industry certification standards. Examples of industry standards are **Serve Safe** and **Manage First** which are preferred certifications in the food industry. If the manager is presently employed by the Contractor, identify type and size of unit presently assigned to him or her. The Department reserves the right of approval for the position of the Manager.
- 1.19.4 Include outline of job description for each managerial position.

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1.19.5 Provide information on visit frequency, in-service training and operational review that your support staff shall provide the "on-site staff."

#### 1.20 OFFEROR'S ADMINISTRATIVE SUPPORT:

- 1.20.1 The Offeror shall provide as part of their proposal, a complete description of the proposed administrative support including degree of involvement and frequency of visitation to the Department's institutions. This information shall include area management, by name, title, job responsibilities and location of offices, (dietician and training officer located in Arizona) along with any other Offeror support resources that would help in their ability to perform their responsibilities of the contract.
- 1.20.2 The Contractor's Area's Manager shall visit the institution each quarter for the purpose of assessing the quality of all areas of the food service operation.
- 1.20.3 The Area Manager shall provide a written report on the status of the food service operation to the institution's Warden and the Contract Operations Liaison within one week of their visit.
  - 1.20.3.1 The Area Manager shall notify the warden when he is at the institution and what their itinerary shall be.
- 1.20.4 The Contractor shall include the name of the Regional and Area Managers for this contract. List the accounts and responsibilities that these Managers are responsible for with the city and state of their residence.

#### 1.21 INMATE LABOR UTILIZATION, SUPERVISION AND TRAINING:

- 1.21.1 The Contractor shall train and utilize the inmate workers in production and sanitation capacities both as a cost effect labor pool and as an on-the-job training activity within the institution. The inmate labor shall be arranged and coordinated with the designated persons in concert with the Contractor. Inmate labor used by the Contractor shall be paid for by the Department's Work Incentive Pay Plan (WIPP) budget. The Contractor shall submit a plan identifying the qualifications required for inmate positions, including promotion of inmate workers. The Contractor shall submit requirements for inmate workers by job title and classification. Any modifications after award shall be approved by the Warden or designee.
  - 1.21.1.1 The Contractor shall be responsible for the timely completion, accurate recording and certification of the inmate workers payroll sheets. Complete evaluations of inmate workers performance monthly.
  - 1.21.1.2 The Contractor shall be responsible for issuing discipline reports for violations of departmental rules by the inmate workers, and shall be required to follow all Departmental policies and provide written reports to the institution's security personnel. The Contractor may also be required to appear at disciplinary hearings.

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- 1.21.1.3 The Contractor may, at any time request that any inmate worker be removed immediately and/or permanently from the Food Service Unit with sufficient cause or documented incidents to warrant the requested removal.
- 1.21.1.4 The Contractor shall provide On-the-Job-Training to all assigned inmate workers in the areas of safety, sanitation, food preparation, food handling, proper storage of food products and proper use of tools utensils and equipment. (Video Training tape may be used to address this requirement upon completion, if agreement is reached regarding the development and inclusion in the contract).
- 1.21.1.5 The Contractor shall provide the Department a plan explaining how the Onthe-Job-Training shall be implemented. This plan shall also explain how the inmate workers shall advance to more skilled positions as steps in the training and shall include hours of training and objectives to meet these requirements.
- 1.21.1.6 The Contractor shall provide a monthly report to the Food Service Liaison detailing all completed Inmate On-the-Job-Training.
- 1.21.2 Inmate Labor: The Contractor shall provide a complete position chart by position, location and job description for each inmate they propose to utilize in the food service operation.
  - 1.21.2.1 The Contractor shall submit a proposed On-the-Job-Training Program designed to develop the individual inmate's basic and advanced Food Service skills to better prepare the inmates for work in the institutional setting. Information shall include lesson plans and plan for job and wage advancement based on completion of course work.
  - 1.21.2.2 Consideration by the Contractor shall be given to a proposed program which includes provision for a formal On-the-Job-Training Program.
  - 1.21.2.3 The Contractor shall provide references demonstrating the training provided to inmates, the number of inmates trained and the correctional institutions training took place.

#### 1.22 PERFORMANCE STANDARDS:

- 1.22.1 The Contractor shall be expected to meet the following standards of performance. Superior performance or failure to perform shall influence the Department's consideration of COST PER MEAL increases or termination of the Contract.
  - 1.22.1.1 The Contractor shall provide the menu as specified with not more than seven (7) item changes per week. The Contractor shall notify the Warden or designee in writing each time a change must be made for authorization and document the reason for the change. If there is a pattern of repeating the same reason for changing the menu, the Contractor shall immediately implement systems to eliminate future occurrences.

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- Restricted Diets: The institution's Food Service Liaison shall provide the Contractor an authorized list of inmates who have approved restricted diets by the Medical Unit or Chaplain's Office. The Contractor shall keep this list updated in the kitchen, providing the appropriate foods according to the Restricted Diet Menus.
- 1.22.1.3 Portion Control: Shall be strictly observed and monitored by Contractor.
- 1.22.1.4 The Contractor is required to maintain documentation of all foods received, the cost of all food items and the specifications used for food purchasing for a minimum of five (5) years past the year ending date of service. Records shall remain on-site for at least two (2) calendar years through the term of the Contract period.
- 1.22.1.5 The Contractor shall be required to provide a calendar month, Profit and Loss summary reflecting the inmate and staff meal services to the Procurement Office. The format for this statement shall be approved by the Chief Procurement Officer with summaries submitted by no later than the 10th of the following month, to include all revenues and expenses. This statement shall also include any product rebates given by vendors for volume purchasing. This summary shall not include any vending or special functions related costs or revenues. Accurate and timely financial documentation is required and shall be based on a calendar month basis.
- 1.22.1.6 The Contractor or designee shall be required to maintain and comply with all occupational safety and health standards and regulations promulgated by the Federal, State or Local authorities. The Contractor shall provide copies of the weekly sanitation inspection reports to the Institution Food Service Liaison.
- 1.22.1.7 Contractor Staff turnover shall be minimized through adequate training, certification support and competitive wages paid to staff at all levels.
- 1.22.1.8 Contractor Staff shall effectively supervise inmates, requiring a minimum amount of time on the part of institutional supervisory and management staff to settle disputes regarding day to day issues or to write incident and disciplinary reports if necessary.
- 1.22.1.9 Contractor Staff shall obtain entry training as per Department Policy and any other as agreed to by the Warden and Food Service Manager before any employee may start working in any inmate staffed area.
- 1.22.1.10 The Contractor shall issue timely and complete information regarding supplies and equipment repair and replacement to include the urgency or consequence of not getting needed items or service.
- 1.22.1.11 Records: The Contractor shall maintain such accounting records in connection with operations under this Contract that are satisfactory to the Procurement Office and the Institution's Business Administrator.

1.22.1.12 Administrative (local) Support Staff shall make regular scheduled visits to facilities to perform quality assurance training and review all food service operation s, after which a written report covering the operation shall be provided to facility Food Service Management and Liaison.

#### 1.23 OPERATING POLICIES AND PROCEDURES:

- 1.23.1 Offeror shall provide a copy of your company's food service policy and procedures manual.
- 1.23.2 Offeror shall provide a copy of your company's food service sanitation procedures.

#### 1.24 CONTRACTOR START-UP:

- 1.24.1 The Offeror shall provide the following as to their proposed start-up of the contract: All facilities shall be started up at the same time.
- 1.24.2 The Offeror shall provide a Time line Pert Chart to coincide with the activation of the Food Service Operation at each Institution as identified in the Scope of Work. The Time line Pert Chart shall start from the day of award and consecutively describe the Contractors activation plan through the duration of the activation of all units. The Contractor shall also identify what is required on the Departments part to progressively follow the activation plan.
  - 1.24.2.1 The Offeror shall provide a comprehensive plan to be utilized in the start-up and operation of the food service for each Institution. The Offeror shall cover all related personnel training necessary for efficient operations. The Offeror shall indicate in his proposal the length of time it shall take him to begin production after award and any areas of concern which may be problematic.

#### 1.25 EQUIPMENT AND FACILITY MODIFICATION:

- 1.25.1 If deemed necessary by the Offeror, a list of required or desired equipment and facility modifications needed to operate the food service shall be included with the proposal for the institution. The Offeror shall identify and justify the basis for the modification, equipment purchase and cost determination and identify those as required/not required to operate the food service unit.
- 1.26 GENERAL RESPONSIBILITIES AND REQUIREMENTS OF THE DEPARTMENT:
  - 1.26.1 The Department shall establish reasonable regulations for adequate ingress and egress for the employees of the Contractor, its supplies and shall permit such employees reasonable use of existing corridors, passageways, driveways, rest rooms, locker rooms, and loading platforms. The Department shall provide the following:
    - 1.26.1.1 The Department shall provide, heat, lighting, ventilation and the necessary utilities for the operation of the food service units.

- The Department shall provide the existing inventory of all small wares, pots and pans at the start-up of the contract. The Contractor shall be responsible for maintaining the appropriate levels of such items during the contract period and shall provide the Department with a similar number of these items, in appropriate operating condition at the time the contract is either canceled or expires.
- 1.26.1.3 All necessary food service equipment, in place and in operating order. The Department shall provide the Contractor with the existing inventory of Fixed Food Service Equipment, such as the ovens, stoves, steam tables, floor mounted mixers, grills, steam kettles, etc. and shall provide for the repair and replacement, if necessary.
- 1.26.1.4 The Department shall also provide the Contractor with the existing inventory of Non-Fixed Equipment, such as slicers, portable mixers, toaster, choppers, food processors, utility carts, hand carts, platform carts and pallet jacks etc. The Contractor shall be responsible for general maintenance (as described in section 1.16.25) of these items and shall maintain the appropriate levels of such items during the contract period. The Contractor shall provide the Department with a similar number of these items, in appropriate operating condition at the time the contract is either canceled or expires. The Department shall be responsible for repair and replacement of non-fixed equipment.
- 1.26.1.5 The Department shall contract for the trash removal, grease trap and pest control on a regular basis, in accordance with all Departmental Policies and Departmental Security Procedures and the Contractor shall be required to reimburse, through a credit, the actual costs for this section.
- 1.26.1.6 The Department shall perform general maintenance and repair of the building structure, natural gas system, water, steam, sewer, electrical, ventilation, heating, floors and floor covering, walls, ceilings, windows, doors and food service equipment.
- 1.26.1.7 The Department shall provide the current inventory of Small Wares items such as cutlery, plastic ware, food service trays, cooking utensils, etc. The Contractor shall be responsible for maintaining the appropriate levels of such items during the contract period and shall provide the Department with a similar number of these items, in appropriate operating condition at the time the contract is either canceled or expires. The Contractor shall be required to reimburse the Department for any additional materials requested. For clarification purposes small wares shall be defined as follows:

Beaters & Whips
Beverage Servers and Pitchers
Bins, Ingredients
Boards, Cutting & Pastry
Bowls, Mixing

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Boxes, Tote & Dish

Brushes, Food Service

Can Openers, Manually Operated

Casseroles

Chafers

Choppers, Cutters & Graters

Colanders

Containers, Food and Beverage

Cups, Measuring

Cutlery

Dinnerware

Dippers, Spades & Scoops

Dispenser, Cutlery

Reusable Sporks

Food Storage Containers

**Funnels** 

Holloware

Inserts, Steam Tables

Ladles, Spoons & Turners

Mats, Floor

Misc. Kitchen Utensils

Openers, Bottle & Can

Pans, Sectional

Pans, Frying

Pans, Baking & Roasting

Pots, Sauce & Stock

Racks, Dish, Glass & Tray

Racks, Dishwashing Machines

**Rolling Pins** 

Scales

Servers, Condiment

Serving Trays

Shakers, Salt & Pepper

Sharpener, Knife

Strainers

Thermometer

Tongs, Serving

Trays

**Tumblers** 

Wire Whips

Hot /Cold Food & Beverage Containers

Ice Chests

1.26.1.8 The Department shall provide necessary identification cards to the Contractor's staff.

1.26.1.9 The Department shall send its representatives into areas assigned to the Contractor at any time for inspections, repairs, tours or other purposes deemed appropriate by the Department.

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- 1.26.1.10 The Department shall review and direct the Contractor per the terms of the contract with respect to the quality and quantity of food being served, method of service thereof, operational hours of the food service areas, safety issues, sanitation, and the maintenance of all food service facilities.
  - 1.26.1.10.1 Designated members of the Department shall meet a minimum of once monthly or as required with the Contractor's Food Service Manager, and other appropriate personnel, for the purpose of evaluating the food service operations.
- 1.26.1.11 The Department shall require the Contractor to remove any of its employees from the Department's premises for any reason sufficient to the Department, but any and all such removals shall be made in the name of the Contractor and the responsibility thereof, shall be assumed by the Contractor.
- 1.26.1.12 The Department shall be responsible to make all necessary background checks on all personnel of the Contractor. All required information to accomplish this procedure shall be provided to the Department. It shall, after the review of this information, be at the discretion of the Department to reject any employee who does not meet the standards as outlined in the Department personnel policies. Vendor shall complete all ADC required forms within five days after award.
- 1.26.1.13 All contract employees are responsible to comply with conditions and requirements enclosed in (PREA), Prison Rape and Elimination Act 2003. The agreement affects all correctional and non correctional staff with female inmate contact including contract providers.
  - 1.28.1.13.1 The areas that impact the contract are: 1) backgrounds on existing staff; 2) stringent pre-employment screening practices for future staff; 3) pre-service and in-service training; 4) mandatory staff participation in sexual misconduct investigations; and 5) minimization of one on one situation where a female inmate and male staff are alone together.

#### THE AGREEMENT REQUIRES:

- 1.26.1.13.1 Background checks on all current non-correctional staff with female inmate contact. Any staff that has been convicted of or pled guilty to any felony charge from contact with a female inmate shall be removed from their position.
- 1.26.1.13.2 All future staff with significant female inmate contact shall require extensive pre-employment screening.

- 1.26.1.13.3 All ADC Contractors shall now be required to provide for new applicant: 1) a complete questionnaire to include drivers license number and record, past employment, past education, references, criminal arrest and criminal record; 2) be fingerprinted and screened by the Federal Bureau of Investigations; 3) NCIC/ACIC records check including law enforcement agency check or agencies where applicant has lived; 4) military discharge status; 5) investigation of whether applicant has ever worked in ADC prisons, and if so, whether they were the subject of investigations and allegations of inappropriate staff-inmate behavior; and, 6) tests to access personality to be scored by a professional psychologist.
- 1.26.1.13.4 ADC shall perform the background checks at no charge to the Contractor. However, the Contractor is responsible for the psychological testing, analysis, and personal interviews that may be required as a result of an appeal and submission of the scoring/report for review by the Department, prior to finalization of the hiring process.
- 1.26.1.13.5 All current and future contract staff shall be required to view a video describing inappropriate staff-inmate behavior. There shall be a requirement that all staff shall acknowledge in writing viewing of the video. ADC shall provide the video to contract providers.
- 1.26.1.13.6 Pre-employment training shall include at least eight (8) hours of specific topics relating to inappropriate staff-inmate behavior. ADC's video shall be included in the curriculum. (Subject to clarification at a later date by the parties to the agreement, the training may be made part of the New Employee training to be provided within the first sixty (60) days of employment).
- 1.26.1.13.7 ADC shall provide the selected Contractor with a copy of the lesson plan for their use. The plan shall include the topics and procedural changes affecting staff working with female inmates. In-service training covering inappropriate staff-inmate behavior and viewing of video. The number of hours for in-service shall be determined at a later date.
- 1.26.1.13.8 ADC shall also provide a copy of the lesson plan for use by the Contractor.
- 1.26.1.13.9 The Department shall without interfering with normal food service, use the dining, production and service areas. Appropriate set-up and clean-up shall be the responsibility of the Department.

- 1.26.1.13.10 The Department shall at any time without notice to the Contractor, inspect or review the Food Service Units for compliance with the contract requirements.
- 1.26.1.13.11 Both the Department and Contractor shall be responsible to see that all training of the Contractor's staff occurs in compliance with the Department's policies and regulations.
- 1.26.1.13.12 The Contractor shall provide monthly reports to the Warden or their designee, detailing all employees training.
- 1.26.1.13.13 The Department shall not guarantee an uninterrupted supply of water, gas, electricity, steam, telephone, heat or air conditioning. However, the Department shall be diligent in restoring service following an interruption.

#### 1.27 FINANCIAL RELATIONSHIP BETWEEN THE DEPARTMENT AND THE CONTRACTOR:

- 1.27.1 The Chief Procurement Officer and Operations Contract Liaison shall receive an operating statement (P&L) of services, by the 10th of the following month, which shall present revenue and expense amounts for the calendar month being reported, and year-to-date figures, in a format approved by the Department. In addition, an annual Audited Financial Statement specific to this contract is required and an annual company Audited Financial Statement.
- 1.27.2 Meal orders, for both inmates and complimentary staff meals in accordance with Department policies, shall be provided to the Contractor pursuant to **Exhibit E**.
  - 1.27.2.1 The institution shall not order regular meals from the Contractor for full census, three times per day. The facility shall order meals based on the volume of meals actually served to inmates and staff per each meal in the menu cycle. The Contractor shall not, in any way be guaranteed meal volume sales at any time. The facility may not order more than the inmate census figure at any meal period, unless additional inmates are scheduled for transfer to the institution or the number of inmate meals and staff meals exceeds the total population of the facility.
  - 1.27.2.2 Meals authorized for employees of the Department for the purpose of food service evaluation submittal shall be billed to the Department by the Contractor at the end of each accounting period.
- 1.27.3 The Contractor shall provide a meal sales system for the institution's staff who does not receive complimentary staff meals per Department policy. The Contractor shall charge staff the cost per meal currently being charged at the institution. Meal sales shall be sold to staff in increments of up to 5 meals and shall be sold by the Contractor and not ADC staff. Vendor shall also identify in their proposal, their method for sale of meals to staff. Upon serving a meal to a staff member, the Contractor shall be responsible for collecting the ticket if so utilized. Contractor may also consider a vending machine, the vending machine method is preferred by the Department.

## SCOPE OF WORK ARIZONA DEPARTMENT OF SOLICITATION NO. ADOC11-00001557/ADC No. 120094DC CORRECTIONS

- 1.27.4 Charges of the Contractor for services not permitted by or beyond the scope of the contract shall be an expense of the Contractor and shall not be reimbursed by the Department.
- 1.27.5 The Contractor shall provide invoicing in accordance with **Attachment 5** and the appropriate documentation, on a bi-weekly basis. The second bi-weekly invoicing by the Contractor shall be received at the Complex no later than the 5<sup>th</sup> working day of the next month. Payment of invoices can be expected within 30 days after submittal to the Warden or his designee.
  - 1.27.5.1 At no time shall the Contractor be allowed to identify an excess charge to the Department for carrying the monthly payment amount due them.

#### 1.28 INVOICING:

- 1.28.1 The Contractor shall provide invoicing in accordance with **Attachment 5** and the appropriate documentation, on a bi-weekly basis. The second bi-weekly invoicing by the Contractor shall be received at the Complex no later than the 5<sup>th</sup> working day of the next month. Payment of invoices can be expected within 30 days after submittal to the Warden or his designee.
  - 1.28.1.1 At no time shall the Contractor be allowed to identify an excess charge to the Department for carrying the monthly payment amount due them.
- 1.28.2 The invoices received by the Warden's designee shall be complete and accurate. The dollar amount rebated to the Department for the Fair Market Value of Commodities received and used shall be included. Invoices shall contain the appropriate documentation and Contractor shall use the forms provided in **Attachment 5.** 
  - 1.28.2.1 Addresses to each institution are listed on Attachment 2.
- 1.28.3 The Department shall make payment based on acceptance of final written report(s) and/or approved invoices.
- 1.28.4 Contractors who desire to receive Automated Clearing House (ACH) payments, may call the General Accounting Office (GAO) Vendor Section at (602) 542-1679 or visit the GAO web site www.gao.state.az.us and select the ACH Info button.

## SPECIAL TERMS AND CONDITIONS ARIZONA DEPARTMENT OF SOLICITATION NO. ADOC11-00001557/ADC No. 120094DC CORRECTIONS

#### 2 SPECIAL TERMS AND CONDITIONS

#### 2.1 Purpose

- 2.1.1 Pursuant to provisions of the Arizona Procurement Code, A.R.S. §41-2501, et. seq., the State of Arizona, Department of Corrections, hereafter known as the Department intends to establish a Contract for Food Services Management for All Institutions. Proposals from qualified Offerors will be accepted for the purpose of selecting a Contractor to provide Food Services Management for All Institutions for the Arizona Department of Corrections Prison Institutions as identified herein.
  - 2.1.1.1 The Department reserves the right to add or delete Prison Institutions/Facilities and service locations relative to this Contract as determined by the Department.

#### 2.2 <u>Pre-Proposal Conference</u>

- 2.2.1 A Pre-Proposal Conference shall be held on <u>June 5, 2012 at 10:00 A.M., M.S.T. at the Office of Procurement Services located at 1645 W. Jefferson, 4<sup>th</sup> Floor, #4401, Phoenix, Arizona, 85007. All potential Offerors are encouraged to attend.</u>
- 2.2.2 Vendors are asked to limit the number of persons attending to four (4) each from a company. This will allow sufficient space for the meeting at the location identified above. Vendors attending shall provide confirmation within five (5) days prior to the meeting by faxing their company names and attendees to Bernadette Hill at (602) 364-3790.

#### 2.3 On-Site Inspections

- 2.3.1 An on-site inspection shall be held at each selected facility on the date and time designated below in sub-paragraph 2.3.5. The purpose of this inspection is for the visual evaluation and familiarization with the institutions prior to submitting a proposal. All potential Offerors are encouraged to attend. No further on-site inspection shall be held at any other time unless instructed by the Department through a formal solicitation amendment.
- 2.3.2 On-Site Inspection attendees shall comply with Department Order #503, Employee Grooming Standards. A copy of this Department Order can be found on the Department's website at <a href="https://www.azcorrections.gov">www.azcorrections.gov</a>.
- 2.3.3 Offerors are asked to completely inspect the project site prior to submitting a proposal in order to determine all requirements associated with the RFP. Failure to do so shall not relieve the successful Contractor from the responsibility of providing all services awarded that were identified within the RFP and that may be required to carry out the intent of the resulting contract.
- 2.3.4 Prospective Offerors wishing to attend on-site inspections shall **email** the following information no later than 5:00 p.m. M.S.T., <u>June 7, 2012</u> to Angelo Daniels, Contract Liaison via email at <u>adaniels@azcorrections.gov</u>: Name of person(s) attending, social security number(s) and date(s) of birth. No more than four (4) persons from each company shall be allowed to attend the on-site inspections.

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2.3.4.1 On-Site attendees failing to obtain security clearance and/or to comply with the non-uniformed personnel grooming, dress standards, shall not be admitted into the facility.

#### 2.3.5 On-Site Inspections are as follows: (Will coordinate when draft is finalized)

ASPC- Douglas/Papago ASPC- Douglas	1:00 p.m., June 11, 2012 9:00 a.m., June 11, 2012
ASPC- Safford/Ft. Grant ASPC- Safford	9:00 a.m., June 12, 2012 1:00 p.m., June 12, 2012
ASPC - Florence/Globe	3:30 p.m., June 12, 2012
ASPC – Eyman	9:00 a.m., June 13, 2012
ASPC – Florence ASPC-Florence/Picacho	1:00 p.m., June 13, 2012 3:30 p.m., June 13, 2012
ASPC -Tucson/SARAC	9:00 a.m., June 14, 2012
ASPC -Yuma	10:00 a.m., June 15, 2012
ASPC-Perryville	9:00 a.m., June 18, 2012
ASPC-Lewis	9:00 a.m., June 19, 2012
ASPC-Winslow ASPC-Winslow/Apache	9:00 a.m., June 21, 2012 2:00 p.m., June 21, 2012
ASPC - Phoenix	9:00 a.m., June 20, 2012

#### 2.4 <u>Term of Contract</u>

- 2.4.1 The term of any resultant Contract shall commence on the date of award and shall continue for a period of ten (10) years thereafter, unless terminated or canceled as otherwise provided herein.
  - 2.4.1.1 This Contract is expected to commence with the expiration of the current Contract in effect through November 12, 2012.

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#### 2.5 Authority to Contract

2.5.1 This Contract activity is issued under the authority of the Arizona Department of Corrections, Chief Procurement Officer. No alteration of any portion of the Contract, any items or services awarded, or any other agreement that is based upon this Contract may be made without express written approval of the Department in the form of an official Contract amendment. Any attempt to alter any documents on the part of the ordering agency or any Contractor is a violation of the Contract and the Arizona Procurement Code. Any such action is subject to legal and Contractual remedies available to the State inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

#### 2.6 Proposal Format

- 2.6.1 The proposal numbering sequence shall be in accordance with the Solicitation document. All proposals shall contain all descriptive literature, specifications, samples, etc.
- 2.6.2 The Offeror shall acknowledge and comply with as applicable, each Section and Subsection of the Request for Proposal, even those Sections and Subsections that are or appear to be informational only.

#### 2.7 Submission of Offer

- 2.7.1 <u>Electronic Documents</u>. The Solicitation document is provided in an electronic format. Any unidentified alteration or modification to any Solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the State shall take precedence. As provided in the Solicitation Instructions, Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the State.
- 2.7.2 Acceptable Formats. Offer electronic files shall be submitted in a format acceptable to the State. Acceptable formats include .DOC and .DOCX (Microsoft Word), .XLS and .XLSX (Microsoft Excel), .PPT and .PPTX (Microsoft PowerPoint) and .PDF (Adobe Acrobat). Other file formats may also be acceptable, including .ZIP, .MDB, .MDBX, .MPP, MPPX, .VSD, .JPG, .GIF, and .BMP. Offerors wishing to submit files in these or other formats shall submit an inquiry to the State's Solicitation Contact Person.

#### 2.8 Submission Required in ProcureAZ

- 2.8.1 Offer shall be submitted in an acceptable format, as described herein, using the State's online eProcurement application ProcureAZ (<a href="www.procure.az.gov">www.procure.az.gov</a>). Submission of offers by means other than the ProcureAZ system will not be accepted. Prospective Offerors with questions in this regard shall contact the Procurement Officer prior to the Solicitation's due date and time.
- 2.8.2 To submit an offer, Offerors shall register in the ProcureAZ system. Offerors requiring assistance in the registration process or in navigating the ProcureAZ system may call the Help Desk at 602-542-7600.

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- 2.9 Submission Required in Hard-Copy
  - 2.9.1 In addition to submitting through the State's online eProcurement application ProcureAZ, Offerors are required to submit five (5) hard-copies of the proposal which shall be submitted on the forms and format as contained in the RFP. Offerors shall submit their copies prior to the date and time indicated within the ProcureAZ system. Offerors shall certify within their proposal response that the electronic submittal and hard-copy submittals are identical.
    - 2.9.1.1 When an Offeror submits their copies prior to the date and time indicated and changes occur within their proposal, Offerors are required to formally withdraw their proposal copies and resubmit prior to the due date and time.
    - 2.9.1.2 Hard-copies are to be submitted to one of the addresses below:

HAND DELIVERY -OVERNIGHT MAIL Arizona Department of Corrections Procurement Services 1645 W. Jefferson Street, 4<sup>th</sup> Floor, Suite 4401 Phoenix, AZ 85007

OR

US MAIL
Arizona Department of Corrections
Procurement Services
1601 W. Jefferson, Mail Code 55302
Phoenix, AZ 85007

#### 2.10 Questions, Clarifications or Interpretations

2.10.1 Any doubt as to the requirements of the Request for Proposal or any apparent omissions or discrepancies shall be presented in writing through ProcureAZ. The Department shall determine the appropriate action necessary, if any, and issue a written amendment to the Request for Proposal through ProcureAZ:

#### 2.11 Proposal Opening

2.11.1 Proposals shall be opened online on the date and time, as indicated through ProcureAZ, or as amended by the Department. Following the opening, interested parties may contact the Procurement Officer to request a copy of the proposal tabulation. After Contract award, the proposals and evaluation documents shall be open for public inspection.

#### 2.12 Pricing

2.12.1 The method of compensation governing the Contract shall be fixed price. The Offerors shall submit a fixed price for the ten (10) year duration of the contract.

#### 2.13 Price Adjustment

2.13.1 The Department may review a fully documented request for a price adjustment initially if submitted by July 1, 2013. Adjustments shall be subject to availability of monies appropriated.

## SPECIAL TERMS AND CONDITIONS AF SOLICITATION NO. ADOC11-00001557/ADC No. 120094DC

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- 2.13.2 Annual requests for cost adjustments shall be submitted to the Department of Corrections at least 365 days prior to fiscal year the change takes effect. The start of services anniversary date shall be the effective date. Requests shall identify the increase/decrease in the contract pricing.
- 2.13.3 The Department of Corrections shall have the right to request and receive additional information, statistics, etc., and to direct the content, form and format of presentation as it deems necessary to validate the Contractor's request for a cost adjustment.
- 2.13.4 Requests for further clarification of annual cost adjustments, pursuant to or in connection with this Contract, unless otherwise noted shall be delivered in person or sent by United States mail, postage prepaid, return receipt requested to Procurement Services. Failure to respond to the Department of Corrections request within the time frames specified shall nullify the Contractor's request.
- 2.13.5 The price adjustment, if approved will be effective upon the anniversary of the contract for the next twelve (12) month period contingent upon meeting these requirements herein. The first increase, if approved would be effective on the second anniversary of start of services. (i.e. the third year of the contract.)
- 2.13.6 The Department shall determine whether the requested price increase or an alternate option is in the best interest of the State.
- 2.13.7 Price reductions may be submitted to the Department for consideration at any time during the Contract period. The Department at its own discretion may accept a price reduction. Price reductions will become effective upon acceptance by the Department.

#### 2.14 Rules and Regulations

- 2.14.1 Attention of the Offerors is called to the requirements specified in Attachment #1, Rules for Non-Employees of the Department of Corrections in Arizona State Prison Complexes which shall be adhered to in all respects.
- 2.14.2 Should the Contractor require signatures of other parties such as subContractor or persons directly or indirectly employed by the Contractor, it shall be the Contractor's responsibility to obtain such signatures. The signed document shall be submitted within ten (10) days of notification of intent to award.

#### 2.15 Award

2.15.1 It is the intention of the Department to award a single Contract for all of the proposed services.

#### 2.16 Multiple Awards

2.16.1 In order to assure that any ensuing Contracts will allow the Department to fulfill current and future requirements, the Department reserves the right to award Contracts to multiple companies. The actual utilization of any Contract will be at the sole discretion of the Department. The fact that the Department may make multiple awards should be taken into consideration by each Offeror.

## SPECIAL TERMS AND CONDITIONS ARIZONA DEPARTMENT OF SOLICITATION NO. ADOC11-00001557/ADC No. 120094DC CORRECTIONS

#### 2.17 Unlawful Sexual Conduct

- 2.17.1 A person who is employed by the State Department of Corrections or the Department of Juvenile Corrections; is employed by a private prison facility or a city or county jail; Contracts to provide services with the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail; is an official visitor, volunteer or agency representative of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail commits unlawful sexual conduct by intentionally or knowingly engaging in any act of a sexual nature with an offender who is in the custody of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail or with an offender who is under the supervision of either Department or a city or county.
- 2.17.2 This section does not apply to a person who is employed by the State Department of Corrections, a private prison facility or a city or county jail or who Contracts to provide services with the State Department of Corrections, a private prison facility or a city or county jail or an offender who is on release status if the person was lawfully married to the prisoner or offender on release status before the prisoner or offender was sentenced to the State Department of Corrections or was incarcerated in a city or county jail.
- 2.17.3 Unlawful sexual conduct with an offender who is under fifteen years of age is a class 2 felony. Unlawful sexual conduct with an offender who is between fifteen and seventeen years of age is a class 3 felony. All other unlawful sexual conduct is a class 5 felony.
- 2.17.4 Unlawful sexual conduct; correctional facilities; classification; Definition A.R.S. §13-1419.

#### 2.18 Federal Prison Rape Elimination Act 2003

2.18.1 The Contractor shall comply with the Federal Prison Rape Elimination Act of 2003.

#### 2.19 Documents for Award

2.19.1 The Department will not sign any agreements or any other documents presented for the services listed herein. The completed Offer and Acceptance form signed by the Chief Procurement Officer and the award notice will be the Contract.

#### 2.20 Investigations

2.20.1 The Department reserves the right to make investigations, as deemed necessary, to determine the ability of the Contractor to perform the specified work. The Contractor shall provide to the Department all such information and data for this purpose as may be requested. The Department reserves the right to reject any Offer if evidence submitted or investigation fails to satisfy the Department that the Contractor is properly qualified to carry out the obligations of the Solicitation. Conditional Offers shall not be accepted.

#### 2.21 Rejection of Offers

2.21.1 The Department, at its discretion, may reject any and/or all Offers.

## SPECIAL TERMS AND CONDITIONS ARIZONA DEPARTMENT OF SOLICITATION NO. ADOC11-00001557/ADC No. 120094DC CORRECTIONS

#### 2.22 Cancellation

- 2.22.1 The Department reserves the right to cancel the whole or any part of this Contract due to failure by the Contractor to carry out any obligation, term or condition of this Contract. The Department will issue written notice to the Contractor for acting or failing to act as in any of the following:
  - 2.22.1.1 The Contractor provides services or material that does not meet the specifications of this Contract;
  - 2.22.1.2 The Contractor fails to adequately perform the services set forth in the specifications of this Contract;
  - 2.22.1.3 The Contractor fails to complete the services required or to provide the materials required within the time stipulated in the Contract;
  - 2.22.1.4 The Contractor fails to progress in the performance of this Contract and/or gives the Department reason to believe that the Contractor will not or cannot perform to the requirements of the Contract.
- 2.22.2 Upon receipt of the written notice of concern, the Contractor shall have ten (10) days to provide a satisfactory response to the Department. Failure on the part of the Contractor to adequately address all issues of concern may result in the Department resorting to any single or combination of the following remedies:
  - 2.22.2.1 Cancel any Contract;
  - 2.22.2.2 Reserve all rights or claims of damage for breach or any covenants of the Contract;
  - 2.22.2.3 Perform any test or analysis on materials or services for compliance with the specifications of this Contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the Contractor;
- 2.22.3 In case of default, the Department reserves the right to procure services or to complete the required work in accordance with the Arizona Procurement Code. The Department may recover any actual excess costs from the Contractor or by:
  - 2.22.3.1 Deduction from unpaid balance;
  - 2.22.3.2 Collection against the Offer and/or performance bond, or;
  - 2.22.3.3 Any combination of the above or any other remedies as provided by law.

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#### 2.23 Evaluation

2.23.1 In accordance with the Arizona Procurement Code §41-2534, Competitive Sealed Proposals, award shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the Department based upon the evaluation criteria listed below. The evaluation factors are listed in the relative order of importance.

Possible Points

2.23.1.1 Criterion 1: Scope of Services 1000 plus 10 preference points

2.23.1.2 Criterion 2: Fees 400

2.23.1.3 Criterion 3: Special Terms and Conditions 300 plus 10 preference points

2.23.1.4 Criterion 4: Uniform

2.23.1.5 Uniform Terms and Conditions and

Uniform Instructions to Offerors 200

Total Possible Points
1900 plus 20 preference points

#### 2.24 <u>Discussions</u>

2.24.1 In accordance with A.R.S. §41-2534, after the initial receipt of proposals, the Department reserves the option to conduct discussions with those Offerors who submit proposals determined by the Department to be reasonably susceptible of being selected for award.

#### 2.25 Confidentiality of Records

2.25.1 The Contractor shall establish and maintain procedures and controls, that are acceptable to the Department for the purpose of assuring that no information contained in its records or obtained from the Department or from others in carrying out its functions under the Contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the Department. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the Department.

#### 2.26 Indemnification

2.26.1 Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subContractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the

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parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

2.26.2 This indemnity shall not apply if the Contractor or sub-Contractor(s) is/are an agency, board, commission or university of the State of Arizona.

#### 2.27 Insurance

- 2.27.1 The successful Contractor will be required to provide the following Certification of Insurance with in five (5) days after receipt of written notice of intent to award this contract. The Contractor shall provide the State, certification from insurer(s) for coverage in the minimum amount as stated below. The coverage shall be maintained in full force and effect during the term of this contract and shall not serve to limit any liabilities or any other Contractor obligations.
- 2.27.2 Contractor and subContractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subContractors.
- 2.27.3 The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subContractors, and Contractor is free to purchase additional insurance.
- 2.27.4 MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.
- 2.27.5 Commercial General Liability Occurrence Form. Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

2.27.5.1 General Aggregate	\$2,	,000	,000	
2.27.5.2 Products - Completed Operations Aggregate	\$1,	000	,000	
2.27.5.3 Personal and Advertising Injury	\$1,	,000	,000	
2.27.5.4 Blanket Contractual Liability –				
Written and Oral	\$1,	000	,000	
2.27.5.5 Damage to Rented Premises	\$	50	,000	
2.27.5.6 Each Occurrence	\$1,	000	,000	
2.27.5.7 Excess/Umbrella Liability	\$5,	000	,000	

- 2.27.5.8 The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor". Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- 2.27.5.9 Policy shall contain a waiver of subrogation endorsed in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 2.27.6 Business Automobile Liability Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles including Department vehicles and equipment used in the performance of this Contract.
  - 2.27.6.1 Combined Single Limit (CSL) \$5,000,000
  - 2.27.6.2 Vehicle's actual replacement cost including any trailers and equipment used in the performance of this Contract.
  - 2.27.6.3 The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
  - 2.27.6.4 Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, and its officer, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
  - 2.27.6.5 The Arizona Department of Corrections shall be named as loss payee for any loss or damages to State owned vehicles, trailers or equipment used in the performance of this Contract.
- 2.27.7 Worker's Compensation and Employers' Liability

2.27.7.1 Workers' Compensation Statutory

2.27.7.2 Employers' Liability:

2.27.7.3 Each Accident \$ 500,000

2.27.7.4 Disease – Each Employee \$ 500,000

### SPECIAL TERMS AND CONDITIONS

#### ARIZONA DEPARTMENT OF

SOLICITATION NO. ADOC11-00001557/ADC No. 120094DC CORRECTIONS

2.27.7.5 Disease – Policy Limit

\$1,000,000

- 2.27.7.6 Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 2.27.7.7 This requirement shall not apply to: Separately, each Contractor or SubContractor exempt under A.R.S. §23-901, and when such Contractor or SubContractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.
- 2.27.8 Professional Liability (Errors and Omissions Liability)

2.27.8.1 Each Claim

\$1,000,000

2.27.8.2 Annual Aggregate

\$2,000,000

- 2.27.8.3 In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- 2.27.8.4 The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.
- 2.27.9 **ADDITIONAL INSURANCE REQUIREMENTS**: The policies shall include, or be endorsed to include, the following provisions:
  - 2.27.9.1 The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by Arizona Revised Statutes Section 41-621 (C).
  - 2.27.9.2 Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- 2.27.10NOTICE OF CANCELLATION: With the exception of ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require thirty (30) days written notice to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department of Corrections, 1601 West Jefferson Street, M/C 55302, Phoenix, AZ 85007-3002 and shall be sent by certified mail, return receipt requested.
- 2.27.11ACCEPTABILITY OF INSURERS: Insurance shall be placed with companies duly licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an

## SPECIAL TERMS AND CONDITIONS ARIZONA DEPARTMENT OF SOLICITATION NO. ADOC11-00001557/ADC No. 120094DC CORRECTIONS

- "A.M. Best" rating of not less than A- VII or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A-VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- 2.27.12**VERIFICATION OF COVERAGE**: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer on its behalf.
- 2.27.13All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 2.27.14All certificates required by this Contract shall be sent directly to State of Arizona Department of Corrections, 1601 West Jefferson Street, M/C 55302, Phoenix, AZ 85007-3002. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- 2.27.15SUBCONTRACTORS: Contractors' certificate(s) shall include all SubContractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each SubContractor. All coverages for SubContractors shall be subject to the minimum requirements identified above.
- 2.27.16APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.
- 2.27.17**EXCEPTIONS**: In the event the Contractor or sub-Contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Contractor or sub-Contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

#### 2.28 <u>Independent Status of the Contractor</u>

- 2.28.1 The Contractor is an independent Contractor and will not, under any circumstances, be considered an employee, servant or agent of the Department, nor will the employees, servants or agents of the Contractor be considered employees of the Department.
- 2.28.2 Personnel actions of employees on the Contractor's payroll shall be the Contractor's responsibility. The Contractor shall comply with all applicable government regulations related to the employment, compensation and payment of personnel.

### SPECIAL TERMS AND CONDITIONS

### ARIZONA DEPARTMENT OF

SOLICITATION NO. ADOC11-00001557/ADC No. 120094DC CORRECTIONS

2.28.3 The Department will not be responsible in any way for the damage or loss caused by fire, theft, accident, or otherwise to the Contractor's stored supplies, materials, equipment, or his employee's personal property stored on Department property.

#### 2.29 Performance/Payment Bonds

2.29.1 Successful Contractor shall be required to submit a fully executed 25% Statutory Performance Bond, 25% Statutory Payment Bond DOC Forms 302 and 303, within five (5) days written notice of the Department's intent to award this contract (See Attachment #4). Bonds shall be submitted annually based on the award date. The initial bond based on award shall be submitted based on the Department's previous total sales as identified herein and as part of this RFP. Subsequent bonds shall be based on the contract worth using the Contractor and Department verified total sales for the previous year.

#### 2.30 Notice Warning

2.30.1 Any person who takes into or out of or attempts to take into or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property or packages.

Definition:

A.R.S. §13-2501:

A.R.S. §13-2505,

ADC Department Order 708

#### 2.31 Contraband

2.31.1 Contraband means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e., marijuana, nonprescription medication, etc.)

Promoting prison contraband A.R.S. §13-2505:

- 2.31.1.1 A person, not otherwise authorized by law, commits promoting contraband:
- 2.31.1.2 By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
- 2.31.1.3 By knowingly conveying contraband to any persons confined in a correctional facility; or
- 2.31.1.4 By knowingly making, obtaining, or possessing contraband in a correctional facility.

Promoting Prison Contraband is a Class 5 felony:

Definition:

A.R.S. §13-2501:

A.R.S. §13-2505,

## SPECIAL TERMS AND CONDITIONS ARIZONA DEPARTMENT OF SOLICITATION NO. ADOC11-00001557/ADC No. 120094DC CORRECTIONS

ADC Department Order 708

#### 2.32 Business Standing A.R.S. §10-1501

2.32.1 A selected Contractor whose business structure requires that documents be filed regularly with the Arizona Corporation Commission (ACC) must remain in good standing with the ACC during the term of the Contract. An out-of-state firm selected for Contract award must file necessary documents with the ACC as doing business in Arizona prior to execution of the Contract and, throughout the term of the Contract, must remain in good standing with the ACC and the entity where the original documents were filed.

#### 2.33 <u>Use of Small Businesses, Subcontracting and Reporting</u>

- 2.33.1 Offeror(s) are encouraged to make every effort to utilize subContractors that are small, business enterprises. This could include subContractors for percentage of the services herein. Offerors who are committing a portion of their work to such subContractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.
- 2.33.2 Preference will be given to Offerors who utilize small businesses. See Attachment 3.
- 2.33.3 Where it is practicable for any portion of the contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the Contractor agrees to provide the Procurement Service the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided. See Small Business Participation, Attachment 3.

#### 2.34 Government Procurement; E-Verify Requirement A.R.S. §41-4401

- 2.34.1 The Contractor warrants compliance with all Federal Immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. §23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
- 2.34.2 A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
- 2.34.3 Failure to comply with a State audit process to randomly verify the employment records of Contractors and subContractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
- 2.34.4 The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the Contractor or subContractor is complying with the warranty under paragraph identified herein.

## SPECIAL TERMS AND CONDITIONS

#### ARIZONA DEPARTMENT OF

SOLICITATION NO. ADOC11-00001557/ADC No. 120094DC CORRECTIONS

#### 2.35 End of Contract Transition

2.35.1 In the event that a contract is terminated for any reason, or expires, the Contractor shall assist the Department in the transition to a new Contractor. In addition, the Department reserves the right to extend the term of the contract on a month to month basis to assist in the transition of services to a new Contractor. The Contractor shall make provision for continuing all management and administrative services until the transition of services is complete and all other requirements of the contract are satisfied. The Contractor shall be responsible during the transition for all requirements within the Contract.



### **CERTIFICATE OF INSURANCE**

ARIZONA
DEPARTMENT OF
CORRECTIONS
1601 W. Jefferson St. M/C 55302
PHOENIX, AZ 85007-3002

SOLICITATION NO. ADOC11-00001557 /ADC No. 120094DC

**VENDOR** 

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE STATE, CERTIFICATION FROM INSURER(S) FOR COVERAGE IN THE MINIMUM AMOUNTS AS STATED BELOW. THE COVERAGE SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY LIABILITIES OR ANY OTHER CONTRACTOR OBLIGATIONS.

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## RULES FOR NON-EMPLOYEES OF THE DEPARTMENT OF CORRECTIONS IN ARIZONA STATE PRISON COMPLEXES

#### POLICY STATEMENT:

While the institution recognizes the need of non-staff personnel to have in their possession certain personal items, limits are necessary for the security and safe operation of the institution.

#### **PROCEDURES:**

- 1. All persons entering the institution are subject to search prior to entry and while on the grounds of the institution. All non-staff personnel will, at all times, remain in their authorized area under the direction of the project coordinator.
- 2. Persons are allowed the materials necessary for the performance of their duties.
- 3. All non-staff personnel may have in their possession the following:
  - A. A wallet with normal contents, e.g.,
    - 1) photos and personal papers.
    - 2) currency not to exceed \$20.00 (Twenty Dollars). Excess will be reported to the shift commander prior to entry.
    - 3) no credit cards or checkbooks are allowed.
  - B. Handkerchief and comb.
  - C. Tobacco products and smoking apparatus for normal daily use.
  - D. Keys as necessary (auto and home).
  - E. Fingernail clipper.
  - F. Confectionary items (gum, candy, etc.)
  - G. Watch and rings.
- 4. All persons are prohibited from introducing medication drugs into the institution grounds unless such a medication has been properly prescribed by a licensed physician and is in the original prescription container.
  - A. Medications of a stimulate nature, i.e., Dexedrine, Preludins, Tenuate or any other appetite suppressant or any hypnotic-type drug, are specifically prohibited on institution property. Persons who are taking this type of medication prior to coming to the institution will report this

fact to the Shift Commander, prior to reporting to their authorized area.

- B. Persons taking medications of the tranquilizer class, i.e., Valium, Librium, Miltown or any of the anti-depressant class, i.e., Sinequan, Triavil, Elavil or any mood modifying drug of any type; Pain medications i.e., Percodan, Percocet, hydrocodone (Vicodin), Tylenol with codeine, propoxphene, etc., will report this fact to the Shift Commander prior to going to their authorized area. Possession of these types of drugs on prison grounds will be limited to that amount necessary during one eight hour shift.
- C. Personnel taking any other class of medication i.e., antihistamines, antihypertensives, anticholingeries, etc., are limited in the introduction of only such amount of medication as will be required during the period of one eight hour shift, and this fact will be reported to the Shift Commander.
  - 1) Any deviation from this policy must be cleared with the Warden of the unit. Persons violating this policy may subject themselves to eviction from institution property and/or prosecution.

NOTE: If anyone loses or has stolen any personal items in his possession, the institution will attempt to retrieve the items, but cannot guarantee the return thereof nor provide reimbursement.

The following Arizona Revised Statutes dealing with inmate and non-staff member relationships require your strict adherence at all times during your stay at the Arizona State Department of Corrections.

Interest of employee and non-employee in contracts, gifts to or for inmates: penalty

- 1. No non-staff member shall be interested in any contract or purchase made by anyone for or on behalf of the prison, or receive, directly or indirectly, compensation for his services other than prescribed by the administrator of the institution, nor shall he receive any compensation whatever for any act or services he performs for or on behalf of a Contractor, or any agent or employee of a Contractor.
- 2. No non-staff personnel, without permission of the administrator shall make a gift or present to or receive a gift from an inmate, or barter or deal with an inmate.
- 3. Any person violating this section shall be discharged from office or service, and every Contractor, or employee or agent of a Contractor, shall not be permitted to act or serve again as such Contractor, agent or employee.

Unauthorized communication with inmates: penalty

A person not authorized by law who, without the permission of the officer in charge of the state prison, communicates with a person imprisoned or detained therein, or who takes any letter, writing, literature or reading matter to or from a person imprisoned or detained therein, is guilty of a misdemeanor.

M # M # # # # # # # # # # # # # # # # #	
Signature	Date

#### ARIZONA STATE PRISONS Arizona State Prison Complex - Douglas (ASPC-D) Physical Address Mailing Address 6911 North B.D.I. Blvd. P.O. Drawer 3867 Douglas, Arizona 85608 Douglas, Arizona 85608-3867 Arizona State Prison Complex-Douglas/Papago (ASPC-D/Papago) Physical Address Mailing Address 25 16<sup>th</sup> Street P.O. Box 5005 Douglas, Arizona 85608-5005 Douglas, Arizona 85607 Arizona State Prison Complex - Eyman (ASPC/E) Physical Address Mailing Address 4374 East Butte Avenue P.O. Box 3500 Florence, Arizona 85232-3500 Florence, Arizona 85232 Arizona State Prison Complex - Florence (ASPC-F) Physical Address Mailing Address P.O. Box 629 1305 East Butte Avenue Florence, Arizona 85132 Florence, Arizona 85132-0629 Arizona State Prison Complex - Florence/Picacho (ASPC-F/Picacho) Physical Address Mailing Address 25230 Picacho Boulevard 25230 Picacho Blvd. Picacho, Arizona 85131 Picacho, Arizona 85131 Arizona State Prison Complex - Lewis (ASPC/L) Physical Address Mailing Address 26700 South Hwy. 85 P.O. Box 70 Buckeye, Arizona 85326 Buckeye, Arizona 85326 Arizona State Prison Complex - Perryville (ASPC-PV) Physical Address Mailing Address 2014 North Citrus Road P.O. Box 3000 Goodyear, Arizona 85338-0901 Goodyear, Arizona 85338-0901 Arizona State Prison Complex -Phoenix (ASPC-Phoenix) Physical Address Mailing Address 2500 East Van Buren Street P.O. Box 52109 Phoenix, Arizona 85008 Phoenix, Arizona 85072-2109 Arizona State Prison Complex - Florence/Globe(ASPC-F/Globe) Physical Address Mailing Address 1000 Fairgrounds Road P.O. Box 2799 Globe, Arizona 85502-2799 Globe, Arizona 85501 Arizona State Prison Complex - Safford (ASPC-S) Physical Address Mailing Address 896 South Cook Road P.O. Box 2222 Safford, Arizona 85546 Safford, Arizona 85548-2222

#### ARIZONA STATE PRISONS CONTINUED

Arizona State Prison Complex - Safford/Fort Grant (ASPC/S/FG)

Physical Address Mailing Address

15500 South Fort Grant Road P.O. Box 4399

Spur Route 266 & Curtis Parkway Ft. Grant, Arizona 85644-4000

Fort Grant, Arizona 85644

Arizona State Prison Complex - Tucson (ASPC/T)

<u>Physical Address</u> <u>Mailing Address</u> 10000 South Wilmot Road P.O. Box 24400

Tucson, Arizona 85734 Tucson, Arizona 85734-4400

Southern Arizona Correctional Release Center (SACRC)

1275 West Star Pass Boulevard

Tucson, Arizona 85713

Arizona State Prison Complex - Winslow (ASPC-W)

Physical Address Mailing Address

2100 South Highway 87 Same

Winslow, Arizona 86047

Arizona State Prison Complex - Winslow/Apache (ASPC-W/Apache)

Physical Address
38322 U.S. Highway 180

Mailing Address
P.O. Box 3240

St. Johns, Arizona 85936 St. Johns Arizona 85936-3240

Arizona State Prison Complex - Yuma (ASPC-Y)

Physical Address
7125 East Juan Sanchez Blvd.

Mailing Address
P.O. Box 13004

San Luis, Arizona 85349 Yuma, Arizona 85366-3004

The Department reserves the right to add or delete Prison Institutions and service locations relative to this Contract as determined by the Department.

#### PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS BY SMALL BUSINESSES

- 1. The Department encourages Contractors to provide for the participation of small businesses through partnerships, joint ventures, subContractors, or other contractual opportunities. Submission of a report of past efforts to utilize the goods and services of such businesses and plans for involvement on this are required. By submitting a proposal, Offerors certify all information provided in response to this RFP is true and accurate.
- 2. Participation: All information requested by this RFP on the ownership, utilization and planned involvement of small businesses; must be submitted. If an Offeror fails to submit all information requested, the Department may require prompt submission of mission information after the receipt of proposals.
- 3. Submission Requirements: The Offeror must submit the following three sets of data for small business: (1) ownership, (2) utilization of small business for the most recent 12 months, and (3) planned involvement of small businesses, on the procurement. The formats for submission of this data are included in Attachment #3.
- 4. Periodic Progress Reports/Invoices: For contracts requiring the submission of periodic contract performance progress reports or program status reports, the Contractor will include a section on involvement of small businesses. The section will specify the actual dollars contracted to be spent to date with such businesses, actual dollars expended to date with such businesses, and the total dollars planned to be contracted with such businesses on this contract.
  - If the contract does not require the submission of periodic progress reports, the Contractor will be required to provide the above required information on actual involvement of small businesses as part of their periodic invoices or periodically as stipulated by the Department.
- 5. Final Actual Involvement Report: The Contractor will submit, prior to completion or at completion of the contract and prior to final payment, a report on the actual dollars spent with small businesses during the performance of this contract. At a minimum, this report shall include for each firm contracted with and for each such business class a comparison of the total actual dollars spent on this contract with the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total contract value. A suggested format is provided in Attachment # 3.

## PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS BY SMALL BUSINESSES

The following definition will be used in completing the information required by one or more of three categories of business contained in this Appendix as applicable to your firm: (1) Participation by Small Business..

#### **Definitions**

**Period** is the specified 12-month period for which the information provided in this list is applicable and valid. The period will be specified as month and year.

Firm name, Address and Phone Number is the name, address and business phone number of the small business, with which the Offeror has contracted or done business over the specified period of plans to involve on this contract, as applicable.

Contact Person is the name of the individual in the specified small business, who would have knowledge of the specified contracting and would be able to validate the information provided in this list.

Type Goods or Services is the specific goods or services the Offeror has contracted for from the specified small; over the specified period of time of plans to use in the performance of this contract, as applicable, The Offeror will asterisk (\*) those goods and services that are in the Offeror's primary business or industry.

**Dollar Amount** is the total dollar amount (in thousand of dollars) the Offeror has contracted for or has done business with the listed firm during the specified period or plans to use on this Contract, as applicable.

% of Total Company Expenditures for Goods and Services is calculated by dividing the dollar amount of business conducted or contracted form with the indicted firm over the specified period by the total expenditure of the Offeror over the specified period for goods and service.

% of Total Contract is calculating by dividing the estimated dollars planned for the indicated firm on this Contract by the total Offeror estimated price of this Contract.

#### PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS BY SMALL BUSINESSES

- 1. The Department encourages Contractors to provide for the participation of small businesses through partnerships, joint ventures, subContractors, or other contractual opportunities. Submission of a report of past efforts to utilize the goods and services of such businesses and plans for involvement on this are required. By submitting a proposal, Offerors certify all information provided in response to this RFP is true and accurate.
- 2. Participation: All information requested by this RFP on the ownership, utilization and planned involvement of small businesses; must be submitted. If an Offeror fails to submit all information requested, the Department may require prompt submission of mission information after the receipt of proposals.
- 3. Submission Requirements: The Offeror must submit the following three sets of data for small business: (1) ownership, (2) utilization of small business for the most recent 12 months, and (3) planned involvement of small businesses, on the procurement. The formats for submission of this data are included in Attachment # 3.
- 4. Periodic Progress Reports/Invoices: For contracts requiring the submission of periodic contract performance progress reports or program status reports, the Contractor will include a section on involvement of small businesses. The section will specify the actual dollars contracted to be spent to date with such businesses, actual dollars expended to date with such businesses, and the total dollars planned to be contracted with such businesses on this contract.
  - If the contract does not require the submission of periodic progress reports, the Contractor will be required to provide the above required information on actual involvement of small businesses as part of their periodic invoices or periodically as stipulated by the Department.
- 5. Final Actual Involvement Report: The Contractor will submit, prior to completion or at completion of the contract and prior to final payment, a report on the actual dollars spent with small businesses during the performance of this contract. At a minimum, this report shall include for each firm contracted with and for each such business class a comparison of the total actual dollars spent on this contract with the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total contract value. A suggested format is provided in Attachment # 3.

# PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS BY SMALL BUSINESSES (Sample)

- A. Offeror certifies that it () is, () is not, a small business.
- B. List small businesses with which the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data is available. Offerors are encouraged to provide additional information and expand upon the following format:

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PERIOD:	TIOIII.	10:	

Firm Name Address & Phone #	Contact Person	Type Of Goods Services	Dollar Amounts	% Total Co. Expenditures For Goods & Services
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#### PARTICIPATION BY SMALL BUSINESSES (Continued)

C. Describe Offeror's plans to involve small businesses in the performance of this Contract either as part of a joint venture, as a partnership, as subContractor or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

Firm Name Address & Phone #	Contact Person	Type Of Goods Services	Dollar Amounts	% Total Co. Expenditures For Goods & Services
				380-390-300-300-300-300-300-300-300-300-30
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DOC FORM 303

### STATUTORY PAYMENT BOND

### PURSUANT TO A.R.S. SECTION '41-2574

(PENALTY OF THIS BOND MUST NOT BE 100% OF THE CONTRACT AMOUNT)

### Attachment 4

SOLICITATION NO.RFP No. ADOC11-00001557/ADC No. 120094DC Food Services Management for All Institutions

THAT,			
nereinafter called Principa	al), as Principal, and _		
	, a corporation	organized and existing un	der the laws
of the State of		, with its princ , (hereinafter called the	ipal office
n the City of	u haved unto the Ctate	, (hereinafter called the e of Arizona, (hereinafter c	Surety), as
		e of Arizona, (nerematter c (Dollars), (\$	
for the payment whereof.	the said Principal and	Surety bind themselves, a	/, nd their heirs.
		ns, jointly and severally, fir	
WHEREAS, the	Principal has entered i	into a certain contract with	the Obligee, dated the
omplete a certain work d	I 2U _	, to construct a	na
ompiete a certain work u	escribed as		
	•		
vhich contract is hereby r		a part hereof as fully and to	the same extent as
Foopied at length herein.  NOW, THEREFOR  romptly pay all monies due to  f the work provided for in sa	E, THE CONDITION OF to all persons supplying laid contract then this obli	labor or materials to him or his igation shall be void, otherwise	CH that if the said Principal sha subcontractors in the prosecut to remain in full force and eff
NOW, THEREFOR promptly pay all monies due to of the work provided for in second all liabilities on this bond it was copied at length herein.  The prevailing party fees as may be fixed by a judge	E, THE CONDITION Of to all persons supplying I aid contract then this oblict EVER, that this bond is a shall be determined in a suit on this bond shall ge of the Court.	labor or materials to him or his igation shall be void, otherwise executed pursuant to the provisions accordance with the provisions hall recover as a part of his judge.	subcontractors in the prosecute to remain in full force and efficients of A.R.S. Section '41-25 of the Section, to the extent as gment such reasonable attorney
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Agency of Board



### STATUTORY PERFORMANCE BOND

### PURSUANT TO A.R.S. SECTION '41-2574

(PENALTY OF THIS BOND MUST NOT BE 100% OF THE CONTRACT AMOUNT)

Attachment 4

KNOW ALL MEN BY THESE PRESENTS:

SOLICITATION NO.RFP No. ADOC11-00001557/ADC No. 120094DC Food Services Management for All Institutions

THAT. hereinafter called Principal), as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of , (hereinafter called the Surety), as Surety, are held and firmly bound unto the State of Obligee), (hereinafter called in Arizona, the (Dollars), (\$ ), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents. WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_, to construct and complete a certain work described as which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety and during the life of any guaranty required under the contract shall also perform and fulfill all the undertakings, covenants, terms and conditions and agreements of any and all duly authorized modifications of said contract that may be hereafter be made, notice of which modification to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect. PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of A.R.S. Section §41-2574, and all liabilities on this bond shall be determined in accordance with the provisions of the Section, to the extent as if it was copied at

The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the Court.

Agency of Board

length herein.

SOLICITATION NO. RFP No. ADOC11-00001557/ADC No. 120094DC

ARIZONA
DEPARTMENT OF
CORRECTIONS

## MEALS ORDERED AND ACTUAL SERVED

Cycle Week#	ASPC		UNIT	<b>T</b>	D,	DATE	
Meal Type	BREAKFAST MEAL#	ST MEAL#	LUNCH	LUNCH MEAL#	DINNER MEAL#	MEAL#	GRAVE YA
	Ordered	Actual Served	Ordered	Actual Served	Ordered	Actual Served	Ordered
Regular Meals							
Kitchen Workers							
Sack Lunches							
Inmates in Lockdown Units							
Restricted Medical Diets Off the Line							
Restricted Religious Diets Off the Line	. :		·				
Restricted Diet Sack Lunches							
Total Inmate Meals							
Officer Meals							
Officer Sack Meals					-		
Less Staff Paid Meals (DEDUCT)							
Total Staff Meals							
Total ALL Meals	-						
Initial∕Date	Breakfa	Breakfast Meals	Lur	Lunch Meals	Dinner Weals	Meals	Graveyard Meals
UNIT ADC REPRESENTATIVE/Date CONTRACTOR REPRESENTATIVE/Date			÷				
UNIT ADC REPRESENTATIVE/Date							
CONTRACTOR REPRESENTATIVE/Date							
UNIT ADC REPRESENTATIVE/Date							
CONTRACTOR REPRESENTATIVE/Date							

SOLICITATION NO. RFP No. ADOC11-00001557/ADC No. 120094DC

ARIZONA
DEPARTMENT OF
CORRECTIONS

UNIT ADC REPRESENTATIVE/Date

CONTRACTOR REPRESENTATIVE/Date
[H:\Wpdata\DC020205 attachment H Invoice.wpd]

Week#

MEALS ORDERED AND ACTUAL SERVED

TIND

DATE

Meal Type  Regular Meals  Kitchen Workers  Sack Lunches  Inmates in Lockdown Units	BREAKFAST MEAL# Ordered Actual S  A  B	Actual Served  F  G	Ordered	d Actual Served	DINNER Ordered	DINNER MEAL#  Actual Served
Sack Lunches	A					IIII
Inmates in Lockdown Units	Φ					VIII
Restricted Diets Off the Line	n					* * * * * *
Restricted Diet Sack Lunches	D					11111
Total inmate Meals	A+B+C+D	F+G				
Officer Meals		н				
Officer Sack Meals	П					
Less Staff Paid Meals (DEDUCT)		-				ı
Total Staff Meals	m	H-I				- 11
Total ALL Meals	A+B+C+D+E	(F+G+H) - I				
						r

UNIT ADC REPRESENTATIVE/Date

Initial/Date

Breakfast Meals

Lunch Meals

Dinner Meals

Graveyard ... Meals

SOLICITATION NO. RFP No. ADOC11-00001557/ADC No. 120094DC

ARIZONA
DEPARTMENT OF
CORRECTIONS

CONTRACTOR REPRESENTATIVE/Date	UNIT ADC REPRESENTATIVE/Date	CONTRACTOR REPRESENTATIVE/Pate	UNIT ADC REPRESENTATIVE/Date	CONTRACTOR REPRESENTATIVE/Date	UNIT ADC REPRESENTATIVE/Date	CONTRACTOR REPRESENTATIVE/Date	

•		-	MEAL PROJECTION	MEAL PROJECTION AND ACTUAL SERVED	ED			27
Cycle		ASPC-						
Meal #		TINU	-			ADC	ADC TO SIGN	in the second se
		DATE_				Print & Initi	Print & Initial Name of Person Projecting	on Projecting
Meal Type	GRAVI	GRAVE YARD	BREA	BREAKFAST	ГП	LUNCH	DINI	DINNER
	Projection	Actual Served	Projection	Actual Served	Projection	Actual Served	Projection	Actual Served
Regular Meals	į							
Kitchen Workers								,•()-
Sack Lunches								
Inmates in Lockdown Units								
SUB TOTAL REGULAR MEALS								
Restricted Diets Off the Line								
Restricted Diet Sack Lunches								
SUB TOTAL RESTRICTED MEALS								
Total inmate Meals								
Officer Meals								, ,,
Officer Sack Meals		-						

**Total Staff Meals** 

SOLICITATION NO. RFP No. ADOC11-00001557/ADC No. 120094DC

ARIZONA
DEPARTMENT OF
CORRECTIONS

	Total ALL Meals	
ADC		
ADC FORM TO FILLOUT AND GIVE TO CONTI		
TRACTOR		

DATES From To	UNIT	MEAL INVOICE

			·	
				Total ALL Meals
				Total Staff Meals
				Officer Meals
				Total inmate Meals
				Restricted Diets
		,		Regular Meals
DINNER	LUNCH	BREAKFAST	GRAVE YARD	General Population

**SOLICITATION NO.** RFP No. ADOC11-00001557/ADC No. 120094DC

ARIZONA
DEPARTMENT OF
CORRECTIONS

MEAL INVOICE

DATES From

Total ALL Meals	Total Staff Meals	Officer Meals	Total Inmate Meals	Restricted Diets	Regular Meals	General Population
(d)		H+E-I	A+B+C+D+F+G	A+B+C+D	F+G	GRAVE YARD
9						BREAKFAST
0						LUNCH
S						DINNER

SOLICITATION NO.

RFP No. ADOC11-00001557/ADC No. 120094DC

ARIZONA
DEPARTMENT OF
CORRECTIONS

# SAMPLE

## MEAL INVOICE

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		I	and Total Meals	Invoice Gran				
						·		TOTAL MEALS
	Sat	Fri	Thurs	Wed	Tues	Mon	Sun	DATE
								TOTAL
WEEKLY SUM TOTAL MEALS	Sat	Fri	Thurs	Wed	Tues	Mon	Sun	DATE

LESS THE FOLLOWING ITEMS Greasetrap Maintenance Trash Removal Pest Control Fuel Paper Supplies Cleaning Supplies	Sub-Total	Cost Per Meal	
	<b>⇔</b>	×	

SOLICITATION NO. RFP No. ADOC11-00001557/ADC No. 120094DC

ARIZONA
DEPARTMENT OF
CORRECTIONS

### ARIZONA DEPARTMENT OF CORRECTIONS

### REFERENCES

(Please duplicate this form)

Based on the services provided to your organization by this company, please provide a response below:

				· · · · · · · · · · · · · · · · · · ·		<del></del>
Please provid	e a brief, but deta	iled description	n of the scope o	f services for the al	bove refere	
	•					
				— 1		
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Please identify				were or are being p		
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Did the Contr If No, please	actor meet the reexplain below:	quirements of t	he Contract(s) i	dentified above?	Yes	No.
					<del></del>	
					· · · · · · · · · · · · · · · · · · ·	

### ATTACHMENT #6 SOLICITATION NO. ADOC11-00001557/ADC No. 120094DC

### ARIZONA DEPARTMENT OF CORRECTIONS

Dic	the Contractor's food service experience and qualifications meet your requirements?  Yes No. If No, please explain below:
	·
We	re there any deficiencies or if applicable, any monetary sanctions applied during the term of this Yes No. If Yes, please explain below:
a.	Date of deficiency (ies) and/or Sanctions applied to each of deficiencies noted. Please ident deficiency was an isolated incident or required continuous monitoring over a period of time.

### ATTACHMENT #6 SOLICITATION NO. ADOC11-00001557/ADC No. 120094DC

### ARIZONA DEPARTMENT OF CORRECTIONS

	ability to resolve any and all deficiencies durination?YesNo. If No, please exp	
<b>,</b>		
•		
Contact Information:		_
	Name	_
	Entity	-
	Phone Number	
	Fax Number	-
	Email Address	-
	Name of Person Completing Form	-
	Title	-
	Date	-

### SOLICITATION NO. RFP No. ADOC11-00001557/ADC No. 120094DC

PAGE NO. 1

### FOOD SPECIFICATIONS

All meat and poultry shall have a nutritional label. The contractor shall provide only ingredients that meet the specifications of the contract. Beef shall be cooked "well done" in all recipes.

### 1 BEEF:

- 1.1 Ground Beef Patties: 80/20, W/Soy Protein Isolate, 4/1, IMPS #1136A. Beef 80%, Fat not to exceed 20%. Mixed with 3% Dry Weight Soy Protein Isolate hydrated no more than to yield 18% protein in mixture. No Partially De-Fatted Tissue, Organ Meats, (I.E., Heart, Tongue) or Mechanically De-boned Beef Allowed. Grade: Select or No Roll
- 1.2 Hot Roast Beef: Precooked, Full Muscle Meat, Cryovac packaging 3 oz served portion not including gravy/sauces. Grade Select or No Roll.

### 2 POULTRY: USDA Grade I or US Consumer Grade A

- 2.1 Breakfast Sausage: 100% Ground Meat, mixed with salt/spices.
- 2.2 Chicken Quarters: Hindquarters, Whole Leg, Broiler or Fryer, IQF. Broiler or Fryer, WOG-2-21/2 LB Carcasses, Raw Weight per quarter should be 7.5 9 oz, white and dark meat quarters.
- 2.3 Breaded Chicken Patty, IQF Oven Ready Fully Cooked 3 oz., No poultry skin, or organ meat, 30% or less breading.
- 2.4 Turkey, Breast: Oven Roasted, Boneless, no additives, 4-6 LB, Solid Meat Only, Not Flaked and Formed, Grade A. To be served only on Holiday Meals.
- 2.5 Turkey: Sectioned and Formed Breasts, all White Turkey, Super Yield, Select Breast of Turkey (Tavern). Not to exceed 10% water added. Hot Meals, Sandwiches and Casseroles stating Turkey on menu. Light and Dark Turkey Rolls are not acceptable.
- 2.6 Ground Turkey: Ground turkey, frozen U.S.D.A. Inspected 100% pure ground turkey, Turkey thigh meat and/or drum meat, dark trim, white trim and skin in natural proportions. No Organ Meat, (i.e. heart, tongue) blast frozen.

### SOLICITATION NO. RFP No. ADOC11-00001557/ADC No. 120094DC

PAGE NO. 2

Ground meat portion mixed with beans for tostados, burritos or like items shall be 3 oz. total per serving. Beans shall be a minimum of 1/2 cup per serving.

All ground meat casserole items should be served by volume only, 3-oz cooked poultry or contain a minimum 18 grams of protein.

2.7 Processed Poultry (Luncheon Meats) Including:

2.7.1	Salamı
2.7.2	Bologna
2.7.3	Ham
2.7.4	Italian Sausages, Hot Dogs
	2.7.4.1 Size: Hot Dogs 1.5 oz ea, Sausage 3 oz cooked

Boneless Turkey and Chicken, Blended with Curing Solution and Seasonings, Stuffed into Casings, Frozen, and other ingredients may include Pickles, Pimentos, Olives, etc., No Meat or meat By Products from any other animals may be used. Distinguishing ingredients should be distributed uniformly throughout product. Fat content should be between 16-20%. The fat content should not exceed 45% to 50% of the total calories of the product served. Not to exceed 10% water added.

Precooked meat items such as luncheon meat, diced meat, precooked poultry, or other precooked meat items shall be a 2.75 to 3.25 oz served portion when meat is served for an inmate meal and contain a minimum 18 grams of protein. Lunchmeat will be sliced at 3 oz per serving; the serving range provided is to account for possible water loss after slicing, which does not affect the nutrition content of the product.

- 2.8 Poultry: Diced, Pulled or Chunked for Chicken Teriyaki, Chicken & <u>Fried Rice</u>, etc., (Poultry "Fines" not acceptable). Muscle Only, No Hearts, Internal Organs or Skin. Ninety-three percent (93%) lean or leaner.
- 2.9 Ground Chicken: Mechanically separated chicken, produced from fresh frying chicken frames after manual or mechanical boning. Contains a maximum of 20% fat, white and dark trim blast frozen.

### SOLICITATION NO. RFP No. ADOC11-00001557/ADC No. 120094DC

PAGE NO. 3

- 3 FISH USDA, Grade A:
  - 3.1 Tuna: Fancy Light Meat, Canned, Chunk, Water Pack, Pilchard may also be used.
- 4 PRECOOKED PRODUCTS WITH TVP ADDED: All products used will be approved by the Facility Staff. The Contractor shall provide a nutritional analysis and product listing for all products used which shall be kept in the contract file.
  - 4.1 Country Fried Patty: Precooked, 4 oz., 67% Meat, 33% breading, shall not contain more than 20% Hydrated TVP. No hearts, internal organs or defatted fat tissue may be added. "Other" items listed as "other" must be defined by manufacturer for ADC acceptance.
  - 4.2 Salisbury Patty: Ground Meat with 15% Hydrated VPP, Raw Portions, 4/1, Blended with Pepper and Onion Seasonings, Pre-Cooked 3.6 to 4.0 oz portions may be used if approved by the Warden or Designee.
  - 4.3 Enchiladas, Convenience, (Pre-Made):
    - 4.3.1 Filling should equal a minimum (3) oz cooked weight/serving. Added cheese or VPP does not count as part of meat requirement.
    - 4.3.2 "Meat and Bean": Shall contain a minimum 2.5 oz of meat cooked weight per serving.
    - 4.3.3 "Cheese" Enchiladas: Cheese shall equal 3 oz per serving.
- 5 OTHER ENTREES: Pizza shall provide a minimum of 2 oz of cheese and 1 oz of cooked meat per serving or 3 oz of cheese per serving.
  - 5.1 FAT:
    - 5.1.1 USDA commodity oils and shortenings should be utilized as much as possible. Butter may not be used for meal service but may be used in recipes for baked goods.
    - 5.1.2 All vegetable oil and margarine, containing no animal or tropical fats, shall be served as appropriate for meal service and restricted diets. Salt free margarine shall be used for renal diets as needed.

### SOLICITATION NO. RFP No. ADOC11-00001557/ADC No. 120094DC

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### 5.2 CHEESE:

5.2.1 USDA commodity cheese is to be used if available. Cheese substitute or imitation cheese may be used for edible portion portions as specified per menu.

### 5.3 EGGS:

- 5.3.1 The equivalent of two medium grades AA, minimum 3 ounces, shall be served, per person 2 times per week at breakfast. Medium grade AA is equal to 1.75 raw ounces of product.
- 5.4 Waffles: 1.2 oz. approximately 2x3: in diameter.
- 5.5 Pancakes: 4" approximately in diameter.

### 6 BEVERAGES:

- 6.1 Fruit Juice: An 8 oz serving of Vitamin C fortified 20% juice base product served as juice as listed per menu
- 6.2 Punch: A flavored, sugar sweetened, or artificially sweetened, Vitamin C fortified "punch", served as listed per menu. Calcium fortified punch base must be served to female inmates.
- 6.3 Iced Tea: Concentrate or brewed, presweetened is preferred, served as listed per menu. Sugar must be available if it is not a presweetened product.
- 6.4 Coffee: Must be offered at breakfast at a minimum; served as listed per menu.
- 6.5 Milk: Eight fluid oz of milk shall be offered per menu to adults 18 years and older.
  - 6.5.1 A minimum of 24 fluid oz of low fat milk per day shall be offered to juveniles (under 18) or pregnant women.

### 7 FRUIT:

7.1 Fresh: US Grade No. 1 or better, fresh fruit may be substituted for canned fruit on the menu as desired but edible portion must be equal at least one half cup.

### SOLICITATION NO. RFP No. ADOC11-00001557/ADC No. 120094DC

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- 7.1.1 Orange 138 Ct. or larger
- 7.1.2 Apple 138 ct. or larger
- 7.1.3 Banana 150 ct. or larger
- 7.2 CANNED FRUIT: US Choice Grade B or better; in syrup or unsweetened fruit juice only.
  - 7.2.1 Edible portion of all canned fruit must be one-half cup or larger, not to include juice in can.

### 8 VEGETABLES:

- 8.1 Fresh: US Grade No. 1 or better. Edible portions as specified per menu.
  - 8.1.1 Tossed salad shall be 3/4 cup unless otherwise specified per menu.
  - 8.1.2 Baked potatoes to be 110 or 120 count or larger.
  - 8.1.3 Fresh tomato slices or chucks shall equal 1-1/2 oz per serving.
- 8.2 FROZEN: US Grade B or better
  - 8.2.1 Edible portion as specified per menu.
- 8.3 CANNED: US extra standard or equivalent.
  - 8.3.1 Edible portion as specified per menu.

### 9 CONDIMENTS:

- 9.1 Salt and pepper packets 1 ea shall be served per menu with the exception of diets as required by dietary restrictions or to meet National School Lunch Program standards.
- 9.2 A maximum total of 1 oz combination of ketchup, mustard or salad dressing/mayonnaise (or product made from commodities plus a mix) will be served with all hot or cold sandwiches with the exception of BBQ sandwiches, hot open face (with gravy) or meat/egg salad sandwiches.
- 9.3 Ketchup for oven browned potatoes or french fried potatoes is 2 oz.

### SOLICITATION NO. RFP No. ADOC11-00001557/ADC No. 120094DC

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- 9.4 Gravy for entrees is 2 oz. When mashed or baked potatoes are served, gravy should be 3 oz. Adult female population will receive 2 ounces of gravy total.
- 9.5 Three packets of sugar will be served at breakfast.
- 9.6 Salad dressings should be rotated and include at least (1 oz serving of):
  - 9.6.1 Thousand Island Type
  - 9.6.2 Oil and Vinegar Italian Type
  - 9.6.3 Ranch Type
  - 9.6.4 French Type
- BAKERY ITEMS: Bakery items may be modified upon request to ADC to increase: Commodity Usage, Variety on Menu.
  - 10.1 Wheat Sandwich Bread: 24 Slice, 22 usable slices, 1-1/2 Pound Loaf, must contain approximately 2 grams of fiber per slice.
  - Wheat Hamburger Buns: will be large enough to cover the product served in them, must contain approximately 2 grams of fiber per bun.
  - 10.3 Wheat Hot Dog Buns: will be large enough to cover the product served in them, must contain approximately 2 grams of fiber per bun.
  - 10.4 Sheet Cake: Standard sheet pans, 18 X 26
  - 10.5 Cookies: <sup>3</sup>/<sub>4</sub>oz
  - 10.6 Corn Bread: Standard sheet pans, 18 X 26
  - 10.7 Biscuits: 2 oz. Post Baked Biscuit 2x2x2.
  - 10.8 Wheat Dinner Roll: approximate weight 1.5 to 2 oz per roll
  - 10.9 Corn Tortillas: 5 to 6 inches each